

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006234
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Environmental Services	DATE: 06/27/2013
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SUBJECT: Fourth Amendment to Contract with Clean Harbors for Household Hazardous Waste Services

PRIMARY CONTACT (NAME, PHONE): James Chen,(858)492-5039 & MS 1103A	SECONDARY CONTACT (NAME, PHONE): Linda Pratt, (858)492-5088 & MS 1103A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700048	700039	700039		
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER	211511113	211512115	211512116		
OBJECT / GENERAL LEDGER ACCT	512157	512157	512157		
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$560,677.00	\$8,000.00	\$12,000.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Contract term is for nine months and the total cost for Clean Harbors' services will not exceed \$580,677. Contract Funding for FY14 is from Cost Center 211512115, Fund 700039 for \$8,000; Cost Center 211512116, Fund 700039 for \$12,000; and Cost Center 211511113, Fund 700048 for \$560,677.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Gonaver, Chris	6/27/2013
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF		
Equal Opportunity Contracting	COO		
Comptroller	CITY ATTORNEY	Lowenberg, Grace	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorize the Mayor, or his designee, to execute the Fourth Amendment to the Agreement between the City and Clean Harbors Environmental Services, Inc., for Household Hazardous Waste Collection and Disposal Services for a term of nine months from October 1, 2013 to June 30, 2014.</p> <p>2. Authorize the Chief Financial Officer to expend an amount not to exceed \$580,677 for the contract term, contingent upon adoption of the FY2014 Appropriation Ordinance, and contingent upon City Comptroller furnishing one or more certificates certifying that the funds necessary for this expenditure are, or will be, on deposit in the City Treasury.</p> <p>3. Determine that this project is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.</p>				
STAFF RECOMMENDATIONS:				
Adopt the Resolution.				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	ALL			
COMMUNITY AREA(S):	ALL			
ENVIRONMENTAL IMPACT:	This project is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.			
CITY CLERK INSTRUCTIONS:	Notify James Chen at x25039 when items are done being processed at the City Clerk's Office. Send copies of Resolution and Fourth Amendment to MS 1103A; Attn: James Chen			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 06/27/2013

ORIGINATING DEPARTMENT: Environmental Services

SUBJECT: Fourth Amendment to Contract with Clean Harbors for Household Hazardous Waste Services

COUNCIL DISTRICT(S): ALL

CONTACT/PHONE NUMBER: James Chen/(858)492-5039 & MS 1103A

DESCRIPTIVE SUMMARY OF ITEM:

Authorize the execution of the Fourth Amendment to the Clean Harbors Household Hazardous Waste Services Agreement for a term of nine (9) months in an amount not to exceed \$580,677. This agreement provides household hazardous waste collection and disposal services for City residents.

STAFF RECOMMENDATION:

Adopt the Resolution.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City's Household Hazardous Waste (HHW) Program is a requirement of the 1989 California Integrated Waste Management Act (AB 939) and, more specifically, the Household Hazardous Waste Element (HHWE). The Council approved the City of San Diego's HHWE in July 1995. The City's HHWE identifies how to safely collect, recycle, treat, and dispose of household hazardous wastes. Household hazardous wastes are leftover or unused products used in a residential setting for the maintenance of a home, yard, pool, or vehicle. They pose a hazard to human health or the environment when improperly managed or disposed.

The City collects and appropriately handles household hazardous waste in three ways. The first is the permanent Household Hazardous Waste Transfer Facility (HHWTF) at the Miramar Landfill that opened in November 1999. This facility significantly improved the effectiveness of the program, and is a key part of the City's HHWE. Without this safe alternative, hazardous waste would enter the Miramar Landfill, the sewer system, or storm drains. The second component is eight one-day recycling events held annually to collect used oil, oil filters, automotive batteries, antifreeze, consumer batteries, and fluorescent bulbs. The third component is the City's Miramar Landfill Load Check Program that detects and deters the disposal of a variety of unacceptable waste, including HHW.

DISCUSSION

After a competitive process, Clean Harbors Environmental Services, Inc. (Clean Harbors) was awarded a one-year contract in 2009 (Request for Proposal No. 9639-09-W) to provide HHW collection and disposal services for City residents. The contract included an option to renew the contract for up to four (4) additional one-year periods. On May 25, 2010, Council approved the First Amendment to the contract for a one-year term from July 1 2010 to June 30, 2011. On May 24, 2011, Council approved a Second Amendment to the contract for a fifteen (15) months term

from July 1, 2011 to September 30, 2012 and authorized the Mayor or his designee to execute the Third Amendment to the contract for a one year term from October 1, 2012 to September 30, 2013. The Mayor exercised the third option and executed the Third Amendment to the contract, which ends September 30, 2013. This request seeks authorization for the Mayor, or his designee, to execute the Fourth Amendment to the Clean Harbors Household Hazardous Waste Services Agreement for a term of nine (9) months, and authorize the Chief Financial Officer to expend an amount not to exceed \$580,677. The total term of this agreement with all four amendments is five (5) years.

Clean Harbors provides convenient and cost effective HHW collection and disposal services to City residents. The City has seen the cost for collection and disposal of HHW decrease from a high \$126 per home in 1999 to a low \$65 per home in 2012. These decreased costs are due to efficiencies that City staff and Clean Harbors have implemented in the operation of the HHWTF.

The nine (9) month extension will allow the Purchasing and Contracting Department to issue a Request for Proposal (RFP) in early 2014 to furnish the City with household hazardous waste services. The Environmental Services Department will work with the Purchasing and Contracting Department to select a qualified vendor and award a contract before June 30, 2014.

FISCAL CONSIDERATIONS:

A formal Service Level Agreement (SLA) between the Environmental Services Department, Public Utilities Department, and Transportation and Storm Water Department identifies funding for the HHW program. Additional funding is provided by the CalRecycle Used Oil Payment Program which is awarded annually.

Contract term is for nine months and the total cost for Clean Harbors' services will not exceed \$580,677. Contract Funding for FY14 is from Cost Center 2115121115, Fund 700039 for \$8,000; Cost Center 2115121116, Fund 700039 for \$12,000; and Cost Center 2115111113, Fund 700048 for \$560,677.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, San Diego Municipal Code Section 22.2701 thru 22.2708); and Non-Discrimination in Contract Ordinance (San Diego Municipal Code Section §22.3501 through §22.3517)

ENVIRONMENTAL CONSIDERATION:

This project is exempt from CEQA pursuant to section 15061(b)(3) of the State CEQA Guidelines, which explains that, as a "general rule," CEQA "applies only to projects with the potential for causing an effect on the environment." Since this is a continuation of an existing contract with no change to the operation of the facility, there is no potential for an effect on the environment.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

RESOLUTION NO: R-286189 adopted on July 31, 1995. Approval of the Household Hazardous Waste Element for the City of San Diego.

RESOLUTION NO: R-305869 adopted on May 25, 2010. Authorize the Mayor or his designee to execute a First Amendment to the Household Hazardous Waste Services Contract for a term of one year.

RESOLUTION NO: R-305895 adopted on June 15, 2010. Authorize the Mayor or his designee to submit Used Oil Payment Program Application to CalRecycle for the City to receive payments for the implementation of used oil and oil filter recycling program from FY2011 through FY2015.

RESOLUTION NO: R-306818 adopted on May 24, 2011. Authorize the Mayor or his designee to execute a Second Amendment to the Household Hazardous Waste Services Contract for a term of fifteen months and authorize the Mayor or his designee to execute a Third Amendment to the Household Hazardous Waste Services Contract for a term of one year.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The approval of the Clean Harbors contract renewal would result in a seamless continuation of HHW collection and disposal services with no adverse impact to City residents. If renewal of the contract is not approved, then the HHW collection and disposal services will not be available to City residents until the contract is approved or until the City completes a new RFP process. The current contract with Clean Harbors expires on September 30, 2013.

Gonaver, Chris
Originating Department

Deputy Chief/Chief Operating Officer

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

FOURTH AMENDMENT TO

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This Fourth Amendment to Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., [Fourth Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Fourth Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY entered into the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., to provide household hazardous waste services [Agreement], which is on file in the Office of the City Clerk as Document No. C-15000. The initial term of the agreement was for one year, beginning July 1, 2009, with options to renew for up to four additional one-year periods. The CITY subsequently entered into an amendment to the Agreement (First Amendment) for one year, beginning July 1, 2010 which is on file in the Office of the City Clerk as Document No. RR-305869. The CITY then entered into a Second Amendment to the Agreement for 15 months, beginning July 1, 2011 which is on file in the Office of the City Clerk as Document No. RR-306818. The City then entered into a Third Amendment to the Agreement for 12 months, beginning October 1, 2012 which is on file in the Office of the City Clerk as Document No. C-15876.

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.

- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, the Contractor has provided satisfactory performance during the initial term through the Third Amendment to the Agreement.

WHEREAS, the Third Amendment term ends September 30, 2013, and the City wishes to exercise its option to renew the Agreement for a nine-month period.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made funds available to the CITY for the period July 1, 2013 – June 30, 2014 to address the proper disposal and recycling of used oil and oil filters generated from residents.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Oil Payment Program, the acceptance of which was authorized by City Council Resolution R-305895 (R-2010-823, CORR.2), adopted on June 17, 2010.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A, Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute Revised FY2014 Clean Harbors' List of Subcontractors Exhibit 4a in lieu of the Third Amendment Exhibit 4a.

Substitute Revised FY2014 Clean Harbors' List of Transporters Exhibit 4b in lieu of the Third Amendment Exhibit 4b.

Substitute Revised FY2014 Clean Harbors' List of Treatment, Storage, and Disposal Facilities Exhibit 4c in lieu of the Third Amendment Exhibit 4c.

Substitute Revised FY2014 Clean Harbors' EOCP Work Force Report Exhibit 5 in lieu of the Third Amendment Exhibit 5.

Substitute FY2014 Clean Harbors' Rate Schedule Exhibit 6 in lieu of the Third Amendment Exhibit 6.

Substitute FY2014 Clean Harbors' Certificate of Insurance Exhibit 9 in lieu of the Third Amendment Exhibit 9.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning October 1, 2012 through and including September 30, 2013. This Agreement shall be effective on the date executed by the last party to sign it and approved by the City Attorney in accordance with City Charter section 40.

To: The Term of this Agreement shall be for nine (9) months beginning October 1, 2013 through and including June 30, 2014. This Agreement shall be effective on the date executed by the last party to sign it and approved by the City Attorney in accordance with City Charter section 40.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount for the term of the Third Amendment shall not exceed \$762,795. The Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this Agreement may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

To: The total contract amount for the term of the Fourth Amendment shall not exceed \$580,677. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

This Fourth Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect. The Fourth Amendment shall be effective on the date signed by the last party to execute it and approved by the City Attorney in accordance with City Charter section 40.

IN WITNESS WHEREOF, this Fourth Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

City of San Diego,
A Municipal Corporation

By: William B Hallam

By: _____

Name: WILLIAM B HALLAM

Name: Mario Sierra

Title: Sr. VP TECH SERVICES

Title: Assistant Environmental
Services Director,
Grant Signature Authority

Date: 7/11/13

Date: _____

City of San Diego,
A Municipal Corporation

By: _____
Dennis Gakunga
Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Fourth Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this ____ day of _____, 2013.

JAN GOLDSMITH, City Attorney

By: _____
Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

- Revised Exhibit 4a: FY2014 CLEAN HARBORS' List of Subcontractors
- Revised Exhibit 4b: FY2014 CLEAN HARBORS' List of Transporters
- Revised Exhibit 4c: FY2014 CLEAN HARBORS' List of Treatment, Storage, and Disposal Facilities
- Revised Exhibit 5: FY2014 CLEAN HARBORS' EOCP Work Force Report
- Revised Exhibit 6: FY2014 CLEAN HARBORS' Rate Schedule
- Revised Exhibit 9: FY2014 CLEAN HARBORS' Certificate of Insurance

Subcontractors

Clean Harbors will manage the majority of the waste streams from the City's HHW Collection and Disposal Services program internally at our own TSDFs. Clean Harbors Wilmington, Clean Harbors Kimball, Clean Harbors Deer Park and Clean Harbors Aragonite will be the primary Treatment, Storage, and Disposal Facilities for the collected HHW. We will utilize a small number of third party disposal facilities to manage a few of the City's recyclable waste streams. All of these third party facilities have passed stringent audits by Clean Harbors and Clean Harbors takes title to all wastes before they are sent to third party facilities. We have listed all proposed subcontractor TSDFs on the previous page.

If unacceptable wastes are to be managed, such as explosives, infectious waste or radioactive materials, they may be handled internally, or through specialty subcontractors. Clean Harbors audits and approves specialty subcontractors to handle any conceivable type of waste. Specialty subcontractors will be identified as required, as new waste streams are encountered.

Other subcontractors that may be utilized in the performance of the contract are indicated in the table below.

Subcontractor List

Consultant(s)/Vendor(s)	MBE/WBE Status	Scope of Work	Dollar Amount	% of Total Amount
AllTech Services	None	Temporary Employee Services	\$10,000.00	1%
Allies Party Rental	None	Tent Rental	\$5,000.00	.5%
Amazon Environmental	None	Latex Paint Recycling	\$45,000.00	4.5%
Cruz Container	MBE/WBE	Containers	\$5,000.00	.5%
Debris Box	None	Trash Box	\$5,000.00	.5%
Grief Brothers	N/A	Fiber Board Boxes	\$5,750.00	.6%
Hertz Equipment Rentals	N/A	Equipment Rental	\$10,000.00	1%
Interstate Battery (No Charge Vendor)	N/A	Battery Recycler	\$0.00	0%
Diamond Environmental	N/A	Portable Toilet Service	\$5,000.00	.5%
Airgas Safety	N/A	Consumable Supplies	\$18,750.00	2%
IQ Personnel	MBE	Temporary Employee Services	\$10,000.00	1%
World @ Work	MBE	Temporary Employee Services	\$10,000.00	1%
Asbury Environmental	None	Oil / Antifreeze Recycling	\$2,500	0%

Transporters

Name/Address	EPA I.D. Number	Phone No./Contact	Waste Transported
Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061	MAD039322250	(781) 792-5764 Rita Powers	all except DOT class 1 & 7
Triad Transport, Inc. 1630 Diesel Avenue McAlester, Oklahoma 74501	OKD981588791	(602) 353-9880 Mike Upstone	long-haul trans to TSDf as needed
Smith Systems Transportation, Inc. 417 9 th Avenue Scottsbluff, Nebraska 69361	NED986382133	(308) 632-5148 Mike Bayne	long-haul trans to TSDf as needed
SLT Express Way, Inc. 7138 N. 110 th Avenue Glendale, Arizona 85307	AZR000508515	(877) 298-2957 Kara Hamulak	long-haul trans to TSDf as needed
E-World Recyclers 2480 Ash Street Vista, CA 92081	N/A	(714) 744-1036	e-waste as needed
e-Recycling of California 7230 Peterson Lane Paramount, California 90723	N/A	(562) 254-2433 Maureen Craine	e-waste as needed

If explosives or radioactive materials are to be managed, they will be handled through specialty subcontractors. We anticipate the need for such services will be infrequent if at all. Since Clean Harbors periodically reviews the qualifications and compliance of our transportation subcontractors, internal approvals may change from time to time. We will provide information on approved transportation subcontractors prior to their use for the City's waste, when and if the need arises.

Attachment - Exhibit 4c – FY2014 Clean Harbors’ List of Treatment, Storage, and Disposal Facilities

TSDF Summary

Facility Name & Address	Contact	EPA ID Number	Type of Facility	Waste Streams Managed	Management Methods
Clean Harbors Wilmington, LLC 1737 E. Denni Street Wilmington, CA 90744	Kip McBride (310) 835-9998 (310)835-4117 fax	CAD044429835	TSDF	Inorganic corrosives, Oxidizers, non-RCRA wastes, Fuels	Treatment, Consolidation, Transfer
Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	Jared Hunsaker (308) 235-8201	NED981723513	Incinerator	Fuels, Poisons, Oxidizers, Corrosives, Reactives	Incineration
Clean Harbors Deer Park, LP 2027 Battleground Road Deer Park, TX 77556	James East (281) 930-2433 (281) 930-2316 fax	TXD055141378	Incinerator	Aerosol cans, Gas Cylinders, Fuels, PCBs, Poisons, Oxidizers, Corrosives, Reactives	Incineration
Clean Harbors Aragonite, LLC 11600 N. Aptus Rd. Aragonite, UT 84029	Michael Marlow (801) 323-8100 (801) 323-8877 fax	UTD981552177	Incinerator	Fuels, PCBs, Poisons, Oxidizers, Corrosives, Reactives, Medical waste	Incineration
Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	Dan Roblee (870) 864-2217 (870) 864-3730 fax	ARD069748192	Incinerator	Organic mercury, Fuels, Poisons, Oxidizers, Corrosives, Reactives, Gas Cylinders, Aerosols	Incineration
Clean Harbors San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	William Bluhm (408) 441-0962 (408) 453-6045 fax	CAD059494310	TSDF	Acids, Bases, Oxidizers, Fuels	Treatment, Consolidation, Fuels Blending
Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	Marianna Buoni (661) 762-6200 (661) 762-7681 fax	CAD980675276	Landfill	Asbestos, Corrosives, Non-RCRA wastes, Toxics, metals	Landfill, Stabilization, Encapsulation, Solidification
Clean Harbors Grassy Mountain, LLC P.O. Box 22750 Salt Lake City, UT 84122	Shane Whitney (801) 323-8900 (801) 323-8714 fax	UTD991301748	Landfill	PCBs, Corrosives, Toxics, metals, Non- RCRA wastes	Landfill, Stabilization, Encapsulation, Solidification
Clean Harbors LaPorte, L.P. 500 Battleground Road La Porte, TX 77571	Bruce Shelton (281) 727-7600 (281) 884-7173 fax	TXD982290140	TSDF	Gas Cylinders, Dioxin Precursors	Treatment, Storage, Transfer
Clean Harbors Colfax, LLC 3763 Highway 471 Colfax, Louisiana 71417	Jim Gallion (318) 627-3443 (318) 627-3448 fax	LAD981055791	TSDF	Explosives and Energetic Reactives	Open Burn

Attachment - Exhibit 4c – FY2014 Clean Harbors’ List of Treatment, Storage, and Disposal Facilities

HHW Recycling Facility Summary

The recycling facilities summarized below may be utilized for recycling select waste streams, typically after being received at a Clean Harbors TSDF. Please note that Clean Harbors reserves the right to utilize other approved facilities within the Clean Harbors network or other audited and approved third-party facilities. All Clean Harbors approved disposal and recycling facilities are selected through a stringent internal and external compliance audit to ensure that all applicable permits, licensed, and financial assurances are met. A complete list of Clean Harbors approved suppliers can be provided upon request.

Facility Name & Address	Contact	EPA ID Number	Type of Facility	Waste Streams Managed	Management Methods
Kinsbursky Brothers, Inc. 1314 N. Lemon St. Anaheim, CA 92801	Paul Johnson (714) 738-8516 (714) 441-0857 fax	CAD088504881	Recycler	Recyclable Batteries, Precious Metals	Recycling, Reclaim
Toxco, Inc. 8090 Lancaster Newark Rd Baltimore, OH 43105	Ed Green (877)461-2345	OHR000038513	Recycler	Recyclable Batteries	Recycling, Reclaim
INMETCO Rt. 448, P.O. Box 720 Ellwood City, PA 16117	Bernie Frank (724) 758-2800	PAD087561015	Recycler	NiCad batteries, Nickel Metal Hydride batteries, Alkaline Batteries	Recycling, Reclaim
Bethlehem Apparatus Co., Inc. 2890 Front Street Hellertown, PA 18055	Bruce Lawrence (215) 838-7034	PAD002390961	Recycler	Mercury, Mercury compounds, Mercury batteries	Retort
Mercury Waste Solutions Inc. 21211 Durand Ave Union Grove, WI 53182	Jim Cornwell (262) 878-2599 (262)878-2699 fax	URR000000356	Recycler	Mercury, Mercury compounds, light ballasts	Retort
Veolia ES Technical Solutions LLC 5736 West Jefferson Phoenix, AZ 85043	Michael Dezelon (602) 233-2955	AZ0000337360	Recycler	Mercury, Mercury compounds, light bulbs, batteries	Recycling, Reclaim
Electronics Recyclers International, Inc. 2860 S. East Avenue Fresno, CA 93725	Aaron Blum (559) 442-3968 (559) 442-3999 fax	CAL000293898	Recycler	Computers, Monitors, TVs, printers, phones, fax machines, copiers, stereo equipment	E Waste de-manufacturing and Recycling
E-World Recyclers 2480 Ash Street Vista, CA 92081	(714) 744-1036	None	Recycler	CRTs, Electronic Waste	Recycling, Reclamation
WM-Lamp Tracker 5355 North 51st Ave., Ste 26, Glendale, AZ 85301	Regina Reiser 484-322-0300	AZD982434185	Recycler	Light bulbs, Light ballasts, Electronic Waste	Recycling, Reclaim
All Safe Fire & Security 915 Washington Avenue, North Minneapolis, MN 55401	Mike Stich (612) 332-3473	MNR000001164	Recycler	Fire extinguishers, Freon cylinders, propane cylinders	Recycling, Reuse

Attachment - Exhibit 4c – FY2014 Clean Harbors’ List of Treatment, Storage, and Disposal Facilities

Facility Name & Address	Contact	EPA ID Number	Type of Facility	Waste Streams Managed	Management Methods
Amazon Environmental, Inc. 6688 Doolittle Avenue Riverside, CA 92503	Lorianne Segala (951) 588-0206	CAR000179218	Recycler	Latex Paint, Cement, Stucco, Wash Waters	Recycling, Reuse
DeMenno/Kerdoon 2000 N. Alameda St. Compton, CA 90222	Peggy Zimmerman (310) 537-7100 (310) 639-2946 fax	CAT080013352	Recycler	Oily Water, Waste Oil, Antifreeze	Recycling, Treatment
Filter Recycling Services, Inc. 180 West Monte Ave., No. A Rialto, CA 92324	David Raines (909) 873-4141 (909) 421-1588 fax	CAD982444481	Recycler	Used Oil Filters, Latex Paint, Non- RCRA wastes, non- hazardous wastes	Recycling, Reuse
Universal Cylinder Exchange 692 North Cypress Street Orange, CA 92867	Brian Ogier (714) 744-1036	None	Recycler	Universal waste gas cylinders, Freon	Recycling, Reuse
Interstate Batteries 9345 Cabot Drive San Diego, CA 92126	(858) 271-5003	None	Recycler	car battery recycling	Recycling



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Clean Harbors Environmental Services
 AKA/DBA: _____
 Address (Corporate Headquarters, where applicable): 42 Longwater Dr.
 City Northwell County Plymouth State MA Zip 02061
 Telephone Number: (781) 792-5000 FAX Number: (781) 792-5902
 Name of Company CEO: ERIC GERSTENBERG
 Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: 3495 Kuitz St
 City San Diego County San Diego State CA Zip 92110
 Telephone Number: (619) 226-2065 FAX Number: (619) 226-6982
 Type of Business: ENVIRONMENTAL Type of License: _____
 The Company has appointed: LUCILLE H FRUZZETTI
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 42 Longwater Dr, Northwell MA 02061
 Telephone Number: (781) 792-5152 FAX Number: (781) 792-5902

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of Clean Harbors Environmental Services
 (Firm Name)

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this day of 6/5 2013

Lucille H. Fruzzetti
 (Authorized Signature)

LUCILLE H. FRUZZETTI
 (Print Authorized Signature Name)

see Attached
EEO-1 report

WORK FORCE REPORT - Page 2

NAME OF FIRM: Clean Harbors Environmental Services DATE: 6/5/13

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American, Black		(2) Latino, Hispanic, Mexican-American, Puerto Rican		(3) Asian, Pacific Islander		(4) American Indian, Eskimo		(5) Filipino		(6) Caucasian		(7) Other ethnicity; not falling into other groups	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial	0	0	0	0	0	0	0	0	0	0	2	0	0	0
Professional Specialty	0	0	0	0	0	0	0	0	0	0	5	1	0	0
Engineers/Architects	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians and Related Support	0	0	16	0	0	0	0	0	0	0	2	0	0	0
Sales	0	0	0	0	0	1	0	0	0	0	0	1	0	0
Administrative Support/Clerical	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Services	2	0	3	0	0	0	0	0	0	0	0	0	0	0
Precision Production, Craft and Repair	1	0	0	0	3	1	0	0	0	0	8	3	1	0
Machine Operators, Assemblers, Inspectors	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation and Material Moving	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN	3	0	20	1	3	2	0	0	0	0	17	5	1	1
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GRAND TOTAL ALL EMPLOYEES	53
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INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED	0
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NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

CO= M519793
 U= ET14516

EQUAL EMPLOYMENT OPPORTUNITY
 2012 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. CLEAN HARBORS ENVIRONMNTL SVCS INC
 42 LONGWATER DRIVE
 NORWELL, MA 02061

2a. CLEAN HARBORS ENVIRONMENTAL SERV
 3495 KURTZ ST
 SAN DIEGO, CA 92110

SAN DIEGO COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:157793639

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561990 All Other Support Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	1	0	2	0	0	0	0	0	0	0	0	0	0	0	3
PROFESSIONALS	0	0	5	0	0	0	0	0	1	0	0	0	0	0	6
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	2	0	0	0	0	0	1	0	0	1	0	0	4
ADMINISTRATIVE SUPPORT	0	1	0	0	0	0	0	0	0	0	0	0	0	1	2
CRAFT WORKERS	16	0	8	1	0	3	0	1	3	0	0	1	0	0	33
OPERATIVES	3	0	0	2	0	0	0	0	0	0	0	0	0	0	5
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	20	1	17	3	0	3	0	1	5	0	0	2	0	1	53
PREVIOUS REPORT TOTAL	18	2	17	5	0	3	0	0	6	0	0	2	0	1	54

SECTION F - REMARKS

October 1, 2013-June 30, 2014 HHW Service Rate Page

I. PRICING PAGES

- Form 1: Price Proposal for Labor and Mobilization
- Form 2: Price Proposal for Transportation and Disposal
- Form 3: Price Proposal for Materials, Supplies, and Miscellaneous Items
- Form 4: Supplemental Price Proposal for Unacceptable HHWs

October 1, 2013-June 30, 2014 HHW Service Rate Page

FORM 1: PRICE PROPOSAL FOR LABOR AND MOBILIZATION

1. Labor - Hourly Rates¹

Position	Standard Hourly Rate (Mon.– Sat.)	Overtime ² Hourly Rate (if applicable)	Holiday ^{3,4} Hourly Rate (if applicable)
Site Manager	\$45.25	\$67.25	\$90.25
Chemist	\$38.75	\$54.50	\$73.50
Technician (40-hour)	\$31.50	\$45.25	\$60.00
Laborer (24 or 40-hour)	\$28.50	\$42.00	\$55.50
Laborer (non-24/40 hour)	\$27.50	\$41.00	\$53.50
Survey/Traffic	\$27.50	\$41.00	\$53.50
10 Wheel Box Truck	\$70.75	--	--

¹ Labor rate shall include all personal protective equip, eye protection, respirators, gloves, traffic vests, and any other items to perform activities covered under this RFP.

² Any overtime activity performed under this agreement must be pre-approved by the City’s Contract Manager, Contract Administrator, or designee.

³ The PHHWCF will operate on the following holiday weekends: Martin Luther King, President’s Day, Memorial Day, 4th of July (if falls on Tuesday, Wednesday, or Thursday), Labor Day, Veteran’s Day.

⁴ The following holidays will be billed at the holiday rate schedule: Memorial Day, Independence Day and Labor Day. Billable Holiday Rates are based on current paid holiday dates for Clean Harbors and are subject to change.

Notes:

- 1) One (1) staff person is responsible for managing oil and oil filter related activities including testing, bulking of uncontaminated oil and packaging of contaminated oil. The Standard rate for one (1) Technician is \$31.50/hour or \$189.00/6-hour day for oil and oil filter related activities.
- 2) For each non-eligible participant that Clean Harbors staff accepts as a drop-in at the HHW facility, the City will provide a copy of the supporting documentation and Clean Harbors will credit the monthly invoice at the rate of \$65.00 per non-eligible participant based on the fiscal year 2012 – 2013 average cost per vehicle increased by 1.5% CPI. This rate will be reviewed every 6 months and revised if needed.

3) Portal to Portal

October 1, 2013-June 30, 2014 HHW Service Rate Page

- Driver will be billed from the start time at Clean Harbors’ Facility to the finish time at the Clean Harbors’ facility.
- 10-Wheel Box Truck will be billed from the time the truck leaves the Clean Harbors Facility until the truck arrives back to the Clean Harbors Facility.
- A legible copy of the Clean Harbors Timesheet will be provided as back up for the truck, driver and onsite labor times.
- Chemist and 40-hour Technician Travel Time – One and a half (1.5) hours travel time will be added for working sites within 92154, 92173, 92127 zip codes. For all other zip codes within the City of San Diego, one (1) hour travel time will be added.
- Onsite Billable Time – Start and end time for the Chemist and 40-hour Technician will be billed from the agreed start time to the finish time at the designated work address.

2. PHHWCF Staffing Plan

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hour laborer	Laborer (24 or 40-hour)	Laborer (non-24 or 40-hour)	Survey / Traffic
51-100	5	1	1	1	0	0	2
101-150	7	1	1	3	0	0	2
151-200	9	1	1	5	0	0	2
201-250	10	1	1	6	0	0	2
251-300	11	1	2	6	0	0	2
6-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hour laborer	Laborer (24 or 40-hour)	Laborer (non-24 or 40-hour)	Survey / Traffic
51-100	4	1	1	0	0	0	2
101-150	6	1	1	2	0	0	2
151-200	7	1	1	3	0	0	2
201-250	9	1	1	5	0	0	2
251-300	10	1	2	5	0	0	2

October 1, 2013-June 30, 2014 HHW Service Rate Page

3. PHHWCF Fixed Rate Non-holiday

Participation	4 hrs Non-holiday Fixed Rate		6 hrs Non-holiday Fixed Rate	
	Labor ¹	Mobilization ²	Labor ¹	Mobilization ²
51-100	\$680.75	\$686.25	\$832.25	\$600.00
101-150	\$933.25	\$859.75	\$1210.50	\$772.75
151-200	\$1185.25	\$1032.75	\$1399.75	\$859.75
201-250	\$1311.50	\$1119.25	\$1778.00	\$1032.75
251-300	\$1467.00	\$1225.25	\$2011.25	\$1138.75

4. PHHWCF Fixed Rate Holiday

Participation	4 hrs Holiday Fixed Rate		6 hrs Holiday Fixed Rate	
	Labor ¹	Mobilization ²	Labor ¹	Mobilization ²
51-100	\$1323.75	\$686.25	\$1626.50	\$600.00
101-150	\$1563.50	\$859.75	\$2345.25	\$772.75
151-200	\$2282.25	\$1032.75	\$2704.75	\$859.75
201-250	\$2521.75	\$1119.25	\$3423.25	\$1032.75
251-300	\$2816.00	\$1225.25	\$3864.50	\$1138.75

¹ Labor plus Mobilization above will be charged per collection day.

² Mobilization shall include mobilization and demobilization, set-up, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste acceptance and unloading vehicles, testing, packaging, labeling, loading, identification of unknowns, personal protective equipment, security, signs, spill control and emergency response, traffic control.

October 1, 2013-June 30, 2014 HHW Service Rate Page

5. Recyclable (Auto Product) HHW Collection Events (THHWCF) Staffing Plan

4-hour Operation Staffing Plan							
Number of Participants	Total Number of Staff	Site Manager	Chemist	Technician/ 40-hr laborer	Laborer (24 or 40-hour)	Laborer (non-24 or 40-hour)	Survey / Traffic
51-100	6	1	1	0	2	0	2
101-150	7	1	1	1	2	0	2
151-200	9	1	1	1	4	0	2
201-250	11	1	1	2	5	0	2
251-300	13	1	1	2	6	0	3
301-350	15	1	1	2	8	0	3
351-400	18	1	2	2	10	0	3

6. Recyclable (Auto Product) HHW Collection Events (THHWCF) Mobilization and Fixed Costs

	4 hrs Non-holiday Fixed Rate	
Participation ¹	Labor ²	Mobilization ^{2,3}
51-100	\$781.75	\$2921.25
101-150	\$908.00	\$3031.25
151-200	\$1134.75	\$3125.00
201-250	\$1374.25	\$3439.25
251-300	\$1597.25	\$3677.75
301-350	\$1917.50	\$3835.50
351-400	\$2206.50	\$4045.50

¹ The City reserves the right to negotiate supplemental pricing for additional participants.

² Labor plus Mobilization above will be charged per collection day.

October 1, 2013-June 30, 2014 HHW Service Rate Page

- ³ Mobilization shall include mobilization and demobilization, set-up, and all equipment and materials required to conduct household hazardous waste activities including but not limited to surveys, waste acceptance and unloading vehicles, packaging, labeling, loading, identification of unknowns, personal protective equipment, security, signs, spill control and emergency response equipment, traffic control, break and bulking area tent, forklift, port-o-potties, hand washing station, eye wash station, solid waste collection bin, solid waste disposal, and forklift. Rate includes overhead related to subcontracts and coordination of delivery and removal of all subcontracted equipment and services.

Notes:

- 1) Guaranteed early start at 8:30am will be charged an additional \$420.25
- 2) Recyclable Events held in December and January will be given a 2.5% discount.

7. Door-to-Door Fixed Rate

Fixed rate applies to mobilization, transportation, equipment, materials, personnel, and demobilization for each residential pickup location.

Rate per stop \$105.00

The City reserves the right to use the standard hourly rates to provide pickup services for elderly and disabled residents requesting Door-to-Door services for one (1) HHW container or only one (1) waste stream such as household batteries, fluorescent lamps, or sharps.

October 1, 2013-June 30, 2014 HHW Service Rate Page

FORM 2: PRICE PROPOSAL FOR TRANSPORTATION AND DISPOSAL

Waste Category	Disposal Method	Package Method	Container Type						
			5 gal	16 gal	30 gal	55 gal	CQB ¹	CYB ²	Other
Acidic, Liquid/Solid, Inorganic	DI	LP	\$48.50	\$95.75	\$122.00	\$157.50			
Acidic, Liquid/Solid, Organic	DI	LP	\$48.50	\$95.75	\$122.00	\$157.50			
Aerosols, Flammable	DI	LO	\$48.50	\$95.75	\$122.00	\$157.50	\$157.50	\$481.50	
Aerosols, Non-Flammable (Corrosive)	DI	LO	\$48.50	\$95.75	\$122.00	\$157.50	\$157.50		
Aerosols, Non-Flammable (Poison)	DI	LO	\$48.50	\$95.75	\$122.00	\$157.50	\$157.50		
Antifreeze	R								\$.95g
Asbestos – friable	L	LO	\$33.50	\$55.50	\$79.00	\$107.00		\$197.75	
Basic, Liquid/Solid, Inorganic	DI	LP	\$43.25	\$64.00	\$107.00	\$157.50			
Basic, Liquid/Solid, Organic	DI	LP	\$43.25	\$74.50	\$138.50	\$157.50			
Batteries, Lead Acid	R	Pal							No Charge
Butane Lighters	DI	LO	\$145.25	\$290.00	\$362.50	\$483.25			
Butane Lighters	FI	LO	\$145.25	\$290.00	\$362.50	\$483.25			
Compressed Gas Cylinders: MAPP Gas	FI								\$21.00 ea
Crushed/broken fluorescent tubes	R	LO	\$145.25	\$290.00	\$362.50	\$483.25			
Cyanide, Liquid/Solid	DI	LB	\$73.50						\$3 per lbs W/ \$73.50 min
Empty Drum, Non-RCRA (greater than 5 gallon in size, from customer)	R		\$5.25	\$13.75	\$22.00	\$28.50			\$57.75
Fire Extinguishers (charged)	R								\$21.00
Flammable Liquid	FI	LO	\$40.00	\$50.00	\$95.75	\$136.50	\$136.50		
Flammable Liquid, Toxic	DI	LO	\$43.25	\$64.00	\$138.50	\$191.00	\$191.00		
Flammable Solid	DI	LO	\$50.50	\$79.00	\$146.25	\$175.50	\$175.50	\$541.25	
Freon (aerosol can size)	DI	CYL							\$6.25 EA
Fusee (Road Flares)	DI	LO	\$73.50						
Latex Paint	R	LO	\$37.75	\$58.75	\$86.00	\$117.50		\$310.00	
Latex Paint	DI	LO	\$40.00	\$62.00	\$90.25	\$124.00		\$326.50	
Latex Paint, PCB Contaminated	DI	LO	\$101.00	\$271.00	\$378.00	\$491.75			
Lead Paint Waste	DI	LO	\$50.50	\$124.00	\$152.50	\$208.00			
Mercury Compounds	DI	LP	\$107.00	\$383.75	\$659.75	\$970.75			
Mercury Compounds	T	LP	\$107.00	\$383.75	\$659.75	\$970.75			
Mercury, Elemental and devices	R	LP	\$107.00	\$383.75	\$659.75	\$970.75			
Nitric Acid	T	LP	\$50.50	\$101.00	\$128.25	\$169.00			
Non PCB Ballasts/Transformers	R	LO	\$91.25	\$145.25	\$181.75	\$241.50			
Non-RCRA Liquids/Solids	DI	LO	\$48.50	\$71.50	\$124.00	\$141.75	\$141.75	\$426.50	

October 1, 2013-June 30, 2014 HHW Service Rate Page

Waste Category	Disposal Method	Package Method	Container Type						
			5 gal	16 gal	30 gal	55 gal	CQB ¹	CYB ²	Other
Non-RCRA Semi-Solids	DI	LO	\$48.50	\$71.50	\$124.00	\$141.75	\$141.75		
Non-RCRA Oily Liquids/Solids	DI	LO	\$17.00	\$71.50	\$124.00	\$141.75	\$141.75		
Oil Filters	R	LO	\$28.50	\$55.50	\$63.00	\$85.00	\$85.00		
Oil-Based Paint	FI	LO	\$40.00	\$45.25	\$95.75	\$118.75		\$315.25	
Oil-Based Paint	DI	LO	\$40.00	\$45.25	\$95.75	\$118.75			
Organic Peroxide, Type D, Liquid/Solid	DI	LP	\$73.50						\$73.50 MIN
Oxidizing Liquid/Solid, Acidic	DI	LP	\$45.25	\$67.25	\$140.75	\$191.00			
Oxidizing Liquid/Solid, Basic	DI	LP	\$45.25	\$67.25	\$140.75	\$191.00			
Oxidizing Liquid/Solid, Neutral	DI	LP	\$45.25	\$67.25	\$140.75	\$191.00			
PCB Ballasts/Transformers	R	LO	169.00	\$326.50	\$423.50	\$564.00			
Pharmaceuticals, prescription and over-the-counter medications	DI	LP	\$45.25	\$67.25	\$146.25	\$191.00			
Propane Cylinders - 5 gallon size	R	CYL							\$16.00 ea
Propane Cylinders - 1 gallon size	R	CYL							\$4 EA
Self-Heating Substances	DI	LP	\$73.50						\$73.50 ea
Sharps (Home Generated)	DI	LO				\$177.75			
Sharps (Home Generated)	T/L	LO				\$177.75			
Toxic Liquid, Flammable	DI	LO	\$45.25	\$67.25	\$146.25	\$191.00	\$191.00		
Toxic Liquid/Solid	DI	LO	\$45.25	\$67.25	\$146.25	\$191.00	\$191.00	\$547.50	
Used Motor Oil	R	BU							\$.30G
Used Motor Oil, Contaminated with Chlorinated Substances	DI	LO	\$45.25	\$101.00	\$163.00	\$214.50	\$214.50		
Used Motor Oil and Diesel Mixtures	FI	LO	\$28.50	\$45.25	\$50.50	\$79.00	\$79.00		
Used Motor Oil and Diesel Mixtures	DI	LO	\$28.50	\$45.25	\$50.50	\$79.00	\$79.00		
Used Motor Oil and Water Mixtures	R	LO	\$45.25	\$67.25	\$90.25	\$124.00	\$124.00		
Used Motor Oil and Water Mixtures	DI	LO	\$45.25	\$67.25	\$90.25	\$124.00	\$124.00		
Water Reactive Liquid/Solid	DI	LP	\$73.50	\$220.50					
Universal Wastes									
Batteries- Alkaline	R	LO	\$31.50	\$53.50	\$65.00	\$157.50			
Batteries- Alkaline	L	LO	\$31.50	\$53.50	\$65.00	\$157.50			
Batteries – Gel Cell	R	LO	\$45.25	\$67.25	\$107.00	\$152.50			
Batteries – Lithium (BigGreenBox)	R	LO	\$65.75						
Batteries – Mercury	R	LO	\$105.50	\$383.75	\$659.75	\$970.75			
Batteries - NiCad	R	LO	\$50.50	\$127.50	\$198.75	\$274.00			
Fluorescent bulbs - linear foot	R	BULB							\$.12
Fluorescent bulbs - CFL	R	BULB							\$.50

October 1, 2013-June 30, 2014 HHW Service Rate Page

Waste Category	Disposal Method	Package Method	Container Type						
			5 gal	16 gal	30 gal	55 gal	CQB ¹	CYB ²	Other
Fluorescent bulbs – U-shape	R	BULB							\$1.20
Fluorescent bulbs - Circular	R	BULB							\$1.20
Crushed/broken fluorescent tubes	R	LO	\$145.25	\$290.00	\$362.50	\$483.25			
Light bulbs – HID	R	BULB							\$3.50
Light Bulbs – Mercury Vapor	R	BULB							\$1.00
Light Bulbs – Neon	R	BULB							\$5.00
Light Bulbs - Sodium	R	BULB							\$6.00
Mercury Containing Devices (specify any exclusions)	R	LO	\$107.00	\$383.75	\$659.75	\$970.75			

DI = Destructive Incineration, FI = Fuel Incineration, L = Landfill, R = Recycling, T = Treatment

¹ CQB = conquest box/55 gallon fiber board box

² CYB = cubic yard fiber board box

Note:

- 1) Four (4) Fiber Board Boxes will be equivalent to one Cubic Yard Box (CYB) rate for billing purposes.
- 2) Costs are inclusive of transportation and disposal. Transportation and disposal rates will apply to all activities including PHHWCF operations (excluding Door-to-Door and CESQG), Recyclable HHW Collection Events, and Landfill Load-Check.
- 3) Transportation and disposal costs shall be inclusive of the costs of shipping documents; DOT placards, liners, labels and markings; shipping pallets and other packaging materials (other than those specifically excluded); transportation, fuel surcharges, and disposal cost per each waste type and disposal method.
- 4) CESQG service will be a fully cost recoverable activity where the CESQG is responsible for all costs associated with the service.

October 1, 2013-June 30, 2014 HHW Service Rate Page

FORM 3: PRICE PROPOSAL FOR MATERIALS, SUPPLIES, AND MISCELLANEOUS ITEMS

Item	Pricing by Container Material Type / Each					Other (specify)
	Metal		Poly		Fiber	
	New	Recon. ¹	New	Recon.		
5 gallon drum – open top	\$16.00		\$8.25			
5 gallon drum – closed top	\$16.00		\$10.00			
5 gallon drum- screw top			\$10.00			
16 gallon drum – open top ²	\$53.50		\$43.25			
16 gallon drum – closed top ²	\$53.50		\$28.50			
30 gallon drum – open top	\$71.50		\$45.25	\$26.50		
30 gallon drum – closed top	\$64.00		\$40.00			
55 gallon drum – open top	\$40.00	\$32.50	\$48.50	\$32.50		
55 gallon drum – closed top	\$40.00	\$30.50	\$36.75	\$20.00		
85 gallon drum overpack	\$117.50		\$117.50			
Cubic Yard Box – DOT					\$34.50	
Cubic Yard Box – Non-DOT					\$31.50	
Fiber Board Box (55 gallon)					\$19.00	
Fluorescent light box – 4 foot (small capacity box)					\$31.50	
Fluorescent light box – 4 foot (large capacity box)					\$44.25	
Fluorescent light box – 8 foot (small capacity box)					\$30.50	
Fluorescent light box – 8 foot (large capacity box)					\$32.50	
Pill Box – PG 1 rated					\$26.50	
Absorbent Pads						\$32.50
Ultrasorb (or equivalent spill cleanup absorbent)						\$8.25
Vermiculite						\$16.00
Visqueen/Poly Sheeting – 6 mil						\$70.50

¹ Recon. = Reconditioned

² Or equivalent size

Note: All container pricing shall be inclusive of labels and markings, liner and pallet (if applicable), container lid or cover, and fastening hardware.

October 1, 2013-June 30, 2014 HHW Service Rate Page

SUPPLEMENTAL MATERIALS PRICING

	Unit Cost/Type
Absorbent Pads	\$32.50 per bundle
Cubic Yard Box - used	\$26.50 ea
Drum Liners - 5 gallon	\$1.25 ea
Drum Liners - 16 gallon ¹	\$1.40 ea
Drum Liners - 30 gallon	\$1.70 ea
Drum Liners - 55 gallon	\$2.40 ea
Fiber Board Box Liners - 55 gallon	\$3.75 ea
Fiber Board Box Liners - CYB	\$8.25 ea
Equipment/Materials Not Otherwise Specified	Cost + 8%

October 1, 2013-June 30, 2014 HHW Service Rate Page

FORM 4: SUPPLEMENTAL PRICING PROPOSAL FORMAT FOR UNACCEPTABLE HHWs

Waste Category	Disposal Method (Proposer will Specify)	Packaging Method (Proposer will Specify)	Price per Container Size					
			5 gal	16 gal	30 gal	55 gal	CQB	CYB
Radioactives (low level)	Case by Case		\$	\$	\$	\$	\$	\$
CRT Glass	Stabilization	LO	\$50.50	\$124.00	\$152.50	\$208.00	\$	\$
Ammunition	Case by Case		\$	\$	\$	\$	\$	\$
Explosive devices and chemicals	Case by Case		\$	\$	\$	\$	\$	\$
Non-Friable Asbestos	Landfill	LO	\$33.50	\$55.50	\$79.00	\$107.00	\$	\$197.75
Marine Flares	Case by Case		\$	\$	\$	\$	\$	\$
Medical Waste	Case by Case		\$	\$	\$	\$	\$	\$
Contaminated Soils	Case by Case		\$	\$	\$	\$	\$	\$
Treated Wood	Landfill	LO	\$33.50	\$55.50	\$79.00	\$107.00	\$	\$197.75

Unacceptable HHWs – Pricing for Covered Electronics and Miscellaneous E-Waste

Waste Category	Disposal Method	Packaging Method	Price per Pound
Cathode Ray Tubes (CRTs)/ CRT Devices ¹	RC	Box / pallet	\$.08
Consumer Electronic Devices	RC	Box / pallet	\$.08
Devices with LCD screens ¹	RC	Box / pallet	\$.18
Devices with Plasma Screens ¹	RC	Box / pallet	\$.18

October 1, 2013-June 30, 2014 HHW Service Rate Page

Unacceptable HHWs - Large and Small High Pressure Compressed Gas Cylinders

WASTESTREAM Pressurized Cylinders	CHES Waste Class Code	3" x 13" Lecture	4" x 24" Small	12" x 36" Medium	10" x 52" Large	16" x 54" X-Large
Acetylene	LCY6	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Ammonia	LCY5	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Butane	LCY6	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Carbon Dioxide	LCY4	\$73.50	\$73.50	\$112.50	\$112.50	\$169.00
Chlorine	LCY5	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Dichlorofluoromethane	LCY6	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Freon	LCY2	\$28.50	\$28.50	\$55.50	\$85.00	\$112.50
Hydrogen	LCY6	\$112.50	\$281.75	\$423.50	\$632.50	\$912.25
Nitrogen	LCY4	\$73.50	\$73.50	\$112.50	\$112.50	\$169.00
Oxygen	LCY4	\$73.50	\$73.50	\$112.50	\$112.50	\$169.00
Propane	LCY1	See Form 2			\$28.50	\$55.50

October 1, 2013-June 30, 2014 HHW Service Rate Page

Average Container Volumes

Clean Harbors will pack to meet the requirements of the D.O.T. Clean Harbors will use UN approved containers to package the waste. Averaged container weights are given below.

DESCRIPTION	CONTAINER SIZE	AVERAGE WEIGHT
Empty Drum – Poly	55 Gallon Drum	25 pounds
Empty Drum – Poly	30 Gallon Drum	16 pounds
Empty Drum – Poly	16 Gallon Drum	15 pounds
Empty Drum – Poly	5 Gallon Drum	2.5 pounds
Empty Drum – Metal	55 Gallon Drum	48 pounds
Empty Drum – Metal	30 Gallon Drum	38 pounds
Empty Drum – Metal	16 Gallon Drum	20 pounds
Empty Drum – Metal	5 Gallon Drum	4 pounds
Aerosols, Flammable	Cubic Yard Box	550 pounds
Propane	Medium Cylinder	20 pounds each
Propane	Small Cylinder	1 pound each
Fluorescent Bulbs	4’, 8’, or Others	0.5 pound per bulb
Auto Batteries	All Sizes	35 pounds each
Nicad Batteries	16 Gallon Drum	150 pounds
Alkaline Batteries	30 Gallon Drum	450 pounds
PCB Ballasts	16 Gallon Drum	150 pounds/68 kilograms
PCB Ballasts	5 Gallon Drum	44 pounds/20 kilograms
Oil Filters	All Sizes	1 pound each
Cubic Yard Box of Waste, except aerosols	CYB	800 pounds
55 gal drum of waste	55 Gallon Drum	220 pounds
30 gal drum of waste	30 Gallon Drum	158 pounds

October 1, 2013-June 30, 2014 HHW Service Rate Page

16 gal drum of waste	16 Gallon Drum	105 pounds
DESCRIPTION	CONTAINER SIZE	AVERAGE WEIGHT
5 gal drum of waste	5 Gallon Drum	26 pounds
Fire Extinguisher	Small / large	5 / 10 Pounds
Sharps Containers	55 Gallon Drum	70 Pounds

**CERTIFICATE OF LIABILITY INSURANCE** Page 1 of 2DATE (MM/DD/YYYY)
10/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT):	877-945-7378
	FAX (A/C, NO):	888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC# 15535-002
	INSURER B: American Guarantee and Liability Insuranc	25247-003
	INSURER C: Catlin Specialty Insurance Company	15989-000
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18814390 REVISION NUMBER: See Remarks

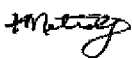
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY	Y		GLO9681229-06	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 2,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000				
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY	\$ 2,000,000				
	<input checked="" type="checkbox"/> Contractual						GENERAL AGGREGATE	\$ 3,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000			
									\$			
A	AUTOMOBILE LIABILITY	Y		BAP 6681231-06	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000				
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$				
	<input checked="" type="checkbox"/> MCS-90	<input type="checkbox"/>						\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	Y	AUC-4275262-08	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 10,000,000				
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000				
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC9681232-06	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 2,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000				
C	Contractors Pollution Liability	Y		CPV-671802-1113 CPL	11/1/2012	11/1/2013	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 10/30/2012 WITH ID: 18796003

See attached

CERTIFICATE HOLDER City of San Diego Attn: Linda Giannelli Pratt 9501 Ridgehaven Cr. Ste. 310 San Diego, CA 92123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Call: 3907995 Tpl: 1544684 Cert: 18814390 © 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Environmental Impairment Liability
Carrier: Steadfast Insurance Company
Policy Number: PLC-5834364-00
Policy Period: 11/1/2012 - 11/1/2013
Limits: \$10,000,000 Each Claim
\$10,000,000 Aggregate

HHW Program, including all of the HHW activities, Door to Door, Materials Exchange Program (MEP) CESQG and one-day events.

San Diego Unified School District, Sweetwater Union High School District, City of San Diego, Public Utilities Department, its elected officials, officers, employees, agents and representatives are Additional Insureds for General Liability, Auto Liability, Umbrella Liability and Contractors Pollution Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company waives its right of Subrogation against City of San Diego and County of San Diego which may arise by reason of a payment of claim under the policy, as respects to Workers Compensation as permitted by law.

ADDENDUM TO CERTIFICATE OF INSURANCE FOR CITY OF SAN DIEGO
Auto Product Recycling Events

The certificate holders below are additional insured, per policy forms, as respects General Liability, Auto Liability, Excess Liability.

- **Name of the Additional Insured:** City of San Diego, Park and Recreation Department
Mailing Address: Attn: Mike Rodrigues, Area Manager, Developed Regional Park Division, 2125 Park Blvd., San Diego, CA 92101
Location: Balboa Park, Corner of Presidents Way & Park Blvd.
EPA ID #: CAH 111 000 299

- **Name of the Additional Insured:** Sweetwater Union High School District
Mailing Address: Attn: Julio Casas, ASB Assistant Vice Principle, Montgomery High School, 3250 Palm Ave., San Diego, CA 92154
Location: Montgomery High School
EPA ID #: CAH 111 000 182

- **Name of the Additional Insured:** City of San Diego, Park and Recreation Department
Mailing Address: Attn: Debbie Marcotte, Developed Regional Parks Division, 2125 Park Blvd., San Diego, CA 92101
Location: Parking Lot of Rose Marie Starns South Shores Park – Mission Bay
EPA ID #: CAH 111 000 682

- **Name of the Additional Insured:** San Diego Unified School District
Mailing Address: Attn: Yolanda Contreras-Rentals SD Unified School District 4860 Ruffner Street, Room 2, San Diego, CA 92111
Location: Mira Mesa High School, 10510 Reagan Road, San Diego, CA 92126
EPA ID #: CAH 111 000 298

- **Name of the Additional Insured:** San Diego Unified School District
Mailing Address: Attn: Yolanda Contreras-Rentals SD Unified School District 4860 Ruffner Street, Room 2, San Diego, CA 92111
Location: Morse High School, 6905 Skyline Drive, San Diego, CA 92114

- **Name of the Additional Insured:** San Diego Unified School District
Mailing Address: Attn: Yolanda Contreras-Rentals SD Unified School District 4860 Ruffner Street, Room 2, San Diego, CA 92111
Location: School of Creative and Performing Arts, 2425 Dusk Drive, San Diego, CA 92139
EPA ID #: CAH 111 000 183

- **Name of the Additional Insured:** Sweetwater Union High School District
Mailing Address: Attn: Mark Carpizo, Assistant Principle, Student Activities, Southwest High School, 1685 Hollister Street, San Diego, CA 92154
Location: Southwest High School
EPA ID #: CAH 111 001 143

- **Name of the Additional Insured:** City of San Diego, Public Utilities Department
Mailing Address: Attn: Agnes Generoso, Interim Deputy Director, Public Utilities Department, 9192 Topaz Way, San Diego, CA 92123
Location: 5571 Kearny Villa Road (Parking Lot at corner of Kearny Villa Rd. & Topaz Way.)
EPA ID #: CAH 111 001 144

- **Name of the Additional Insured:** City of San Diego, Real Estate Assets Department
Mailing Address: Attn: Tom Ritz, Stadium Manager, Real Estate Assets Department
9449 Friars Road, San Diego, CA 92108
Location: Qualcomm Stadium

HHW OPERATIONS

- **Name of the Additional Insured:** City of San Diego, its elected officials, officers, employees, agents and representatives
Mailing Address: Attn: Linda Giannelli Pratt, City of San Diego, Environmental Services Dept., 9601 Ridgehaven Court, Suite 310, San Diego, CA 92123
Locations: Auto Product recycling events at various locations; Universal Waste/Recycle only collection event at various locations; HHW Facility at 5161 Convoy Street; Door-to-Door Collection Services, and Load Check Shipments at 5180 Convoy Street.
Event Date: Ongoing operations
EPA ID #: CAH 111 000 771

Certificate Holder: City of San Diego
Attn: Linda Giannelli Pratt, Chief
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO9681229-06	11/01/2012	11/01/2013	11/01/2012	18251-000	----	----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CLEAN HARBORS, INC.

Address (including ZIP Code): 42 LONGWATER DRIVE, NORWELL, MA 02061

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

- C.** However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D.** The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

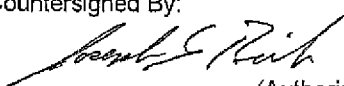
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/01/2012	Countersigned By:  (Authorized Representative)
Named Insured: CLEAN HARBORS, INC.	

SCHEDULE

<p>Name of Person(s) or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Public Burden Statement

OMB No. 2128-0006
Expiration date: 03/31/11

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2128-0006. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration MC-RRA, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to Clean Harbors Environmental Services, Inc. of Norwell, MA
Dated at Boston, MA this 1st day of November, 2012
Amending Policy No. BAP 6681231-06 Effective Date November 01, 2012
Name of Insurance Company Zurich American Insurance Company

Countersigned by _____

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (202) 385-2423.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2 and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity or in intrastate commerce: in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC 9684893-06 Endorsement No.
Insured CLEAN HARBORS, INC. Premium \$INCLUDED

Insurance Company AMERICAN ZURICH INSURANCE CO. Countersigned by

Endorsement

Blanket Additional Insured

This Endorsement Changes The Policy. Please Read It Carefully.

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is hereby understood and agreed that the entity named below is an additional Insured, but only for **Pollution Loss** resulting from **Contractor Activities** performed by or on behalf of the **Named Insured**.

Entity Name(s): Any person or organization required under a written contract or written agreement executed and effective prior to the performance of **Contractor Activities** which are the subject of such written contract or written agreement.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement Effective: November 1, 2012 Policy No.: CPV-671802-1113 Endorsement No.: 2

Insured: Clean Harbors Environmental Services, Inc. Premium: N/A

Insurance Company: Syndicate 2003 at Lloyds Authorized Signature: Edward Z. Shuffels Jr.

Willis

November 2, 2012

City of San Diego
Attn: Linda Giannelli Pratt
9601 Ridgehaven Cr. Ste. 310
San Diego, CA 92123-1636

**RE: Clean Harbors Environmental Services, Inc.
Insurance Confirmation: Excess Liability**

Dear Linda:

Please let this letter serve as confirmation that all of the insurance requirements noted on the Primary General Liability Insurance program with Zurich are also included on the Excess Umbrella Liability policy with American Guarantee & Liability Insurance Company with respect to Clean Harbors Environmental Services, Inc.

If you have any questions, please do not hesitate to contact me at 617-351-7541.

Regards,



Chely Lo Monaco
Client Manager

Cc: Robert Toner, Paul Maloney – Willis

COPY

Document No. **C-15000**
Filed **JUL 06 2009**
Office of the City Clerk
San Diego, California

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Agreement is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Agreement describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2009 – June 30, 2010 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant. City Resolution R-300326, adopted on April 18, 2005, authorized the CITY to apply for and accept CIWMB used oil and household hazardous waste grants and authorized the Deputy Environmental Services Director, herein called "Deputy Director," to execute CIWMB grant related contracts. Further, the City Resolution R-300326 authorized staff to implement CIWMB-approved grant activities and agreements contingent upon approval of the Fiscal Year 2009 – 2010 budgets and award of CIWMB grant funding.

WHEREAS, the CITY requires services related to the CITY's receipt of the CIWMB Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

Now, therefore, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

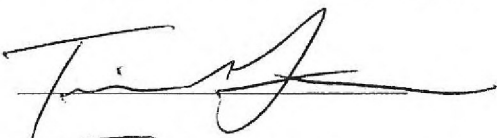
AGREEMENT PROVISIONS

- A. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits 1-8 and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.
1. The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services (**Exhibit 1**) for:
 - a. the CITY's permanent HHW collection facility and door-to-door services;
 - b. load check program; and
 - c. recyclable HHW collection events;
 2. The April 22, 2009 Addendum A to the RFP (**Exhibit 2**);
 3. The April 29, 2009 Addendum B to the RFP (**Exhibit 3**);
 4. Clean Harbors' May 15, 2009 Technical Proposal (**Exhibit 4**) in response to the RFP for the three service components including, but not limited to:
 - a. Clean Harbors' List of Subcontractors;
 - b. Clean Harbors' List of Transporters; and

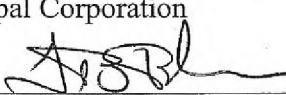
- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);
 - 5. Clean Harbors' completed EOCP Work Force Report (**Exhibit 5**);
 - 6. Clean Harbors' Price Proposal (**Exhibit 6**);
 - 7. Clean Harbors' response to letter of clarification, dated May 27, 2009 (**Exhibit 7**);
 - 8. Clean Harbors' response to letters of clarification, dated June 22, 2009 (**Exhibit 8**);
- B. This Agreement including all the Exhibits incorporated into this Agreement constitute the entire understanding between the CITY and the Contractor with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.
- C. The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.
- D. The total contract amount shall not exceed \$737,000.

IN WITNESS WHEREOF, the CITY and the Contractor each have caused their duly authorized representatives to execute this Agreement.

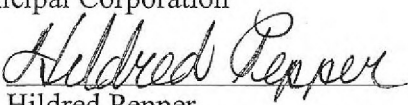
Clean Harbors Environmental Services, Inc.

By: 
 Name: Tim T Smith
 Title: SR VP WEST REGION
 Date: 6/27/2009

City of San Diego,
 A Municipal Corporation

By: 
 Name: Tom Blair
 Title: Deputy Environmental Services Director, Grant Signature Authority
 Date: 6/26/09

City of San Diego,
 A Municipal Corporation

By: 
 Hildred Pepper
 Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc. this 2nd day of July, 2009.

JAN GOLDSMITH, City Attorney

By: 

Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

Exhibit 1: The CITY's Request-for-Proposal (RFP) No. 9639-09-W, Household Hazardous Waste Collection and Disposal Services for:

1. the CITY's permanent HHW collection facility and door-to-door services;
2. load check program;
3. and recyclable HHW collection events;

Exhibit 2: The April 22, 2009 Addendum A to the RFP

Exhibit 3: The April 29, 2009 Addendum B to the RFP

Exhibit 4: Clean Harbors' May 15, 2009 Technical Proposal in response to the RFP for the three service components including:

- a. Clean Harbors' List of Subcontractors;
- b. Clean Harbors' List of Transporters;
- c. Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDFs);

Exhibit 5: Clean Harbors' completed EOCP Work Force Report

Exhibit 6: Clean Harbors' Price Proposal

Exhibit 7: Clean Harbors' response to letter of clarification, dated May 27, 2009

Exhibit 8: Clean Harbors' response to letters of clarification, dated June 22, 2009

DUPLICATE

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

FIRST AMENDMENT TO

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This First Amendment to Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc., [First Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This First Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, on July 2, 2009, the CITY executed the Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc. [Agreement] to provide household hazardous waste collection and disposal services to the CITY. The Agreement is attached hereto as New Exhibit A and incorporated by reference in full herein.

WHEREAS, the initial term of the Agreement was for one year, beginning July 1, 2009, and the Agreement provides for options to renew the Agreement for up to four (4) additional one (1) year periods.

WHEREAS, the Contractor has provided satisfactory performance during the initial term of the Agreement.

WHEREAS, the original Agreement term ends June 30, 2010, and the City wishes to exercise its option to extend the Agreement for an additional one-year period.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2010 – June 30, 2011 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions. Section A. Subsections 4, 5, and 6, p. 2-3. Revised Exhibits:

Substitute revised Exhibit 4c, and revised Exhibit 5 for original Exhibit 4c and original Exhibit 5 respectively.

Substitute Clean Harbors' Rate Schedule as Substitute Exhibit 6 for Clean Harbors' Price Proposal original Exhibit 6.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for one year beginning July 1, 2010 through and including June 30, 2011. This Agreement shall be effective on the date executed by the last party to sign it.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount shall not exceed \$737,000.

To: The total contract amount for the term of the First Amendment shall not exceed \$737,000.

4. Agreement Provisions, New Section E: Designation of Contacts:

Add: Clean Harbors Contract Administrator: Dave Cochran

Add: Clean Harbors Contract Manager: Timothy Lee

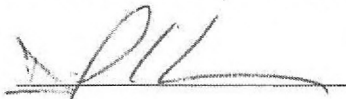
Add: City of San Diego Contract Administrator: Tom Blair, Deputy Environmental Services Director

Add: City of San Diego Contract Manager: Linda Pratt, Program Manager

This First Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The First Amendment shall be effective on the date signed by the last party to execute it.

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. R-305869 authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

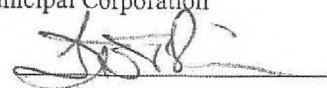
By: 

Name: DAVE COCHRAN

Title: GENERAL MANAGER

Date: 4/20/10

City of San Diego,
A Municipal Corporation

By: 

Name: Tom Blair

Title: Deputy Environmental
Services Director,
Grant Signature Authority

Date: 6/14/10

City of San Diego,
A Municipal Corporation

By: Hildred Pepper Jr
Hildred Pepper
Director, Purchasing and Contracting

Date: 6/15/10

I HEREBY APPROVE the form and legality of the foregoing First Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this 24th day of June, 2010.

JAN GOLDSMITH, City Attorney

By: Grace C. Lowenberg
Grace C. Lowenberg
Deputy City Attorney

(R-2010-738)

RESOLUTION NUMBER R- 305869

DATE OF FINAL PASSAGE JUN 09 2010

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING A
FIRST AMENDMENT TO THE AGREEMENT WITH CLEAN
HARBORS FOR DISPOSAL OF HOUSEHOLD HAZARDOUS
WASTE AND AUTHORIZING EXPENDITURE OF FUNDS.

WHEREAS, in July 2009, the City executed an agreement with Clean Harbors Environmental Services, Inc., for the collection and disposal of household hazardous waste, for a term of one year with options to renew the agreement for up to four additional one-year periods; and

WHEREAS, the City wishes to exercise the first option to renew the agreement for one year; NOW, THEREFORE,

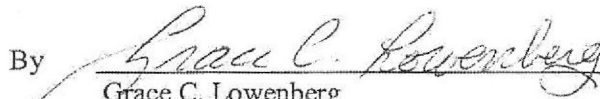
BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, a first amendment to the agreement with Clean Harbors Environmental Services, Inc., to provide the City with household hazardous waste collection and disposal services for an additional one-year term beginning July 1, 2010, under the terms and conditions set forth in the First Amendment, on file with the City Clerk as Document No. RR- 305869.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$737,000 from the Environmental Services Department (2115) is authorized for the above First Amendment, contingent on Council approval of the Fiscal Year 2011 appropriations ordinance and provided that the City Comptroller first certifies that the funds necessary for this expenditure

(R-2010-738)

are, or will be, on deposit in the City Treasury, to be expended as follows: \$712,000 from Recycling Fund No. 700048; and \$25,000 from Refuse Disposal Fund No. 700039.


APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Grace C. Lowenberg
Deputy City Attorney

GCL:mb
05/11/10
Or.Dept:ESD
R-2010-738

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of MAY 25 2010.

ELIZABETH S. MALAND, City Clerk

By 
Deputy City Clerk

Approved: 6.9.10
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on May 25, 2010, by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, FRYE,
EMERALD, & HUESO.
NAYS: NONE.
NOT PRESENT: NONE.
RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-305869, approved by the Mayor of The City of San Diego,
California on June 9, 2010.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

LIST OF EXHIBITS

- New Exhibit A: AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
- Revised Exhibit 4c: CLEAN HARBORS' List of Treatment, Storage and Disposal Facilities (TSDFs)
- Revised Exhibit 5: CLEAN HARBORS' completed EOCP Work Force Report
- Substitute Exhibit 6: CLEAN HARBORS' Rate Schedule
- New Exhibit 9: CLEAN HARBORS' Certificate of Insurance

ORIGINAL

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

SECOND AMENDMENT TO

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

This Second Amendment to Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc., [Second Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Second Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY entered into Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., to provide household hazardous waste services [Agreement], which is on file in the Office of the City Clerk as Document No. C-15000. The initial term of the agreement was for one year, beginning July 1, 2009, with options to renew for up to four additional one-year periods. The CITY subsequently entered into an amendment to the Agreement (First Amendment) for one year, beginning July 1, 2010. A true and correct copy of the First Amendment is attached hereto as Exhibit A; and

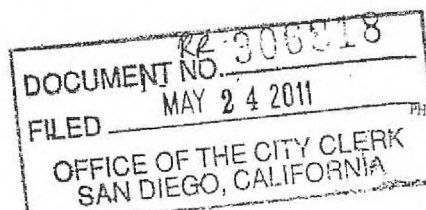
WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.



ORIGINAL

- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, the Contractor has provided satisfactory performance during the initial term and first one-year renewal of the Agreement.

WHEREAS, the First Amendment term ends June 30, 2011, and the City wishes to exercise its option to renew the Agreement for an extended fifteen (15) month period to accommodate the budget process and timing of the adoption of the CITY Appropriations Ordinance.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2011 – June 30, 2012 to address the proper disposal and recycling of used oil and oil filters generated from residents.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Used Oil Recycling Block Grant and Oil Payment Program, the acceptance of which was authorized by City Council Resolution R-305895, adopted on June 17, 2010.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A, Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute revised Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDF) Exhibit 4c for the First Amendment Exhibit 4c.

Substitute revised Clean Harbors' EOCF Work Force Report Exhibit 5 for the First Amendment Exhibit 5.

Substitute Clean Harbors' Rate Schedule (2011 – 2012) Exhibit 6 for the First Amendment Exhibit 6.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning July 1, 2010 through and including June 30, 2011. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for fifteen (15) months beginning July 1, 2011 through and including September 30, 2012. This Agreement shall be effective on the date executed by the last party to sign it.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount for the term of the First Amendment shall not exceed \$737,000.

To: The total contract amount for the term of the Second Amendment shall not exceed \$921,250. The total contract amount consists of two components: \$737,000 for the first 12 months of the term of the Second Amendment and \$184,250 for the last 3 months of the term of the Second Amendment. The Contractor understands and agrees that work and compensation for the last 3 months of the term of the Second Amendment is contingent on the City Council appropriating funding for and authorizing such work and compensation. In the event sufficient funds are not duly appropriated and authorized for Fiscal Year 2013, the contract may be terminated at the end of Fiscal Year 2012. The City is not obligated to pay the Contractor for any amounts not duly appropriated and authorized by the City Council.

4. Agreement Provisions, New Section F: Equal Benefits

Add:

This Agreement is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the SDMC. In accordance with the EBO, the Company shall certify that it will provide and maintain equal benefits as defined in SDMC §22.4302 for the Term of this Agreement. [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. Company must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

Company also must give the City access to documents and records sufficient for the City to verify the Company is providing equal benefits and otherwise complying with EBO requirements. The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

This Second Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The Second Amendment shall be effective on the date signed by the last party to execute it.

IN WITNESS WHEREOF, this Second Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. 306818 authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

By: [Signature]

Name: DAVE COCHRAN

Title: GENERAL MANAGER

Date: 5-5-11

City of San Diego,
A Municipal Corporation

By: [Signature]

Name: Tom Blair

Title: Deputy Environmental
Services Director,
Grant Signature Authority

Date: 5/9/11

City of San Diego,
A Municipal Corporation

By: [Signature]
Hildred Pepper ^{TR}
Director, Purchasing and Contracting

Date: 6/14/11

I HEREBY APPROVE the form and legality of the foregoing Second Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this 15th day of July, 2011.

JAN GOLDSMITH, City Attorney

By: [Signature]
Grace C. Lowenberg
Deputy City Attorney

RECEIVED
CITY OF SAN DIEGO
11 JUL -5 PM 10:30
SAN DIEGO, CALIF.

RESOLUTION NUMBER R- 300818

DATE OF FINAL PASSAGE JUN 2 2011

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING
A SECOND AMENDMENT TO THE AGREEMENT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.,
FOR COLLECTION AND DISPOSAL OF HOUSEHOLD
HAZARDOUS WASTE AND AUTHORIZING EXPENDITURE
OF FUNDS.

WHEREAS, in July 2009, the City executed an agreement with Clean Harbors Environmental Services, Inc., for the collection and disposal of household hazardous waste, for a term of one year with options to renew the agreement for up to four additional one-year periods (Agreement); and

WHEREAS, the City exercised the first option to renew the Agreement and now wishes to exercise the second option to renew the Agreement for an additional period of time; and

WHEREAS, this matter was heard before the Natural Resources and Culture Committee on March 23, 2011, and unanimously recommended to the full City Council for approval; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, a phase-funded second amendment to the Agreement with Clean Harbors Environmental Services, Inc., to provide the City with household hazardous waste collection and disposal services for a term of 15 months, with phase one beginning July 1, 2011 through and including June 30, 2012, for a total amount not to exceed \$737,000 in FY 2012, and phase two beginning July 1, 2012 through and including September 30, 2012, for a total amount not to exceed \$184,250 for the first three months of FY 2013, under the terms and conditions set forth in the Second Amendment, on file with the City Clerk as Document No. RR- 300818.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$737,000 for FY 2012 and \$184,250 for the first three months of FY 2013, solely and exclusively for purposes of the above-described Second Amendment to the Agreement, contingent on Council approval of such funding in the respective FY 2012 and FY 2013 Appropriations Ordinances and provided that the City Comptroller first furnishes one or more certificates demonstrating that the funds necessary for these expenditures are, or will be, on deposit in the City Treasury, to be funded from the Environmental Services Department (2115) and expended as follows for FY 2012: \$712,000 from Recycling Fund No. 700048 and \$25,000 from Refuse Disposal Fund No. 700039.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to exercise the last option to renew the Agreement under the terms and conditions set forth therein.

APPROVED: JAN I. GOLDSMITH, City Attorney

By Grace C. Lowenberg
Grace C. Lowenberg
Deputy City Attorney

GCL:mb
05/11/11
C.Cert:N/A
Or.Dept:ESD

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of MAY 24 2011.

ELIZABETH S. MALAND, City Clerk

By Elizabeth S. Maland
Deputy City Clerk

Approved: 6.2.11
(date)

Jerry Sanders
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on MAY 24 2011, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherr Lightner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 2 2011

AUTHENTICATED BY:

JERRY SANDERS
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By *Deveron-Cruz*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 300818

Passed by the Council of The City of San Diego May 24, 2011, by the following vote:

YEAS: FAULCONER, GLORIA, YOUNG, DEMAIO, ZAPF, EMERALD;
ALVAREZ.
NAYS: NONE.
NOT PRESENT: LIGHTNER.
RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Debbie Levenson-Cruz, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-306818 approved by the Mayor of the City of San Diego, California on
June 2, 2011.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: Debbie Levenson-Cruz, Deputy

LIST OF EXHIBITS

Exhibit A: FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Revised Exhibit 4c: CLEAN HARBORS' List of Treatment, Storage and Disposal Facilities

Revised Exhibit 5: CLEAN HARBORS' completed EOCP Work Force Report

Revised Exhibit 6: CLEAN HARBORS' Rate Schedule (2011 – 2012)

Revised Exhibit 9: CLEAN HARBORS' Certificate of Insurance

DUPLICATE

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

THIRD AMENDMENT TO

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This Third Amendment to Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., [Third Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This Third Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY entered into the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., to provide household hazardous waste services [Agreement], which is on file in the Office of the City Clerk as Document No. C-15000. The initial term of the agreement was for one year, beginning July 1, 2009, with options to renew for up to four additional one-year periods. The CITY subsequently entered into an amendment to the Agreement (First Amendment) for one year, beginning July 1, 2010 which is on file in the Office of the City Clerk as Document No. RR-305869. The CITY then entered into a Second Amendment to the Agreement for 15 months, beginning July 1, 2011 which is on file in the Office of the City Clerk as Document No. RR-306818; and

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.

Document No. **C-15876**
Filed **SEP 21 2012**
Office of the City Clerk
San Diego, California

- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, the Contractor has provided satisfactory performance during the initial term through the Second Amendment to the Agreement.

WHEREAS, the Second Amendment term ends September 30, 2012, and the City wishes to exercise its option to renew the Agreement for a one-year period.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made funds available to the CITY for the period July 1, 2012 – June 30, 2014 to address the proper disposal and recycling of used oil and oil filters generated from residents.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Oil Payment Program, the acceptance of which was authorized by City Council Resolution R-305895 (R-2010-823, CORR.2), adopted on June 17, 2010.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A, Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute Revised Clean Harbors' List of Subcontractors (2012 – 2013) Exhibit 4a in lieu of the Agreement (2009 – 2010) Exhibit 4a.

Substitute Revised Clean Harbors' List of Transporters (2012 – 2013) Exhibit 4b in lieu of the Agreement (2009 – 2010) Exhibit 4b.

Substitute Revised Clean Harbors' List of Treatment, Storage, and Disposal Facilities (TSDF) (2012 – 2013) Exhibit 4c in lieu of the Second Amendment Exhibit 4c.

Substitute Revised Clean Harbors' EOCB Work Force Report (2012 – 2013) Exhibit 5 in lieu of the Second Amendment Exhibit 5.

Substitute Clean Harbors' Rate Schedule (2012 – 2013) Exhibit 6 in lieu of the Second Amendment Exhibit 6.

Substitute Clean Harbors' Certificate of Insurance (2012 – 2013) Exhibit 9 in lieu of the Second Amendment Exhibit 9.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for fifteen (15) months beginning July 1, 2011 through and including September 30, 2012. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for one year beginning October 1, 2012 through and including September 30, 2013. This Agreement shall be effective on the date executed by the last party to sign it and approved by the City Attorney in accordance with City Charter section 40.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount for the term of the Second Amendment shall not exceed \$921,250. The total contract amount consists of two components: \$737,000 for the first 12 months of the term of the Second Amendment and \$184,250 for the last 3 months of the term of the Second Amendment. The Contractor understands and agrees that work and compensation for the last 3 months of the term of the Second Amendment is contingent on the City Council appropriating funding for and authorizing such work and compensation. In the event sufficient funds are not duly appropriated and authorized for Fiscal Year 2013, the contract may be terminated at the end of Fiscal Year 2012. The City is not obligated to pay the Contractor for any amounts not duly appropriated and authorized by the City Council.

To: The total contract amount for the term of the Third Amendment shall not exceed \$762,795. The Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this Agreement may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

4. Agreement Provisions, New Section G, Third Party Waste Acceptance

The Contractor understands that the CITY intends to participate in the Architectural Paint Recovery Program as described in the Public Resources Code Section 48700-48706 and California Health and Safety Code Section 25217-25217.4. The Contractor agrees to comply with the requirements of the Architectural Paint Recovery Program and the sorting, storage, labeling, packaging, and other requirements of any architectural paint stewardship plan approved by the Department of Resources Recycling and Recovery which the City decides to participate in.

The Contractor understands that the CITY shall continue to participate in other manufacturer waste collection programs including, but not limited to, the Thermostat Recycling Corporation program for the collection of all brands of mercury thermostats, and the Rechargeable Battery Corporation program for all brands of rechargeable batteries. The mercury thermostat manufacturer collection program requirements are specified in Article 10.2.2 (commencing with Section 25214.8.10) in Chapter 6.5 of Division 20 of the California Health and Safety Code. The rechargeable battery manufacturer collection program requirements are specified in Chapter 8.4 (commencing with Section 42451), Part 3 of Division 30 of the California Public Resources Code. The Contractor agrees to continue to comply with the sorting, storage, labeling, packaging and other similar requirements required by these manufacturers' waste collection programs.

The Contractor understands that the CITY intends to participate in other manufacturer waste collection programs as they become available. The Contractor agrees to comply with any sorting, storage, labeling, packaging, and other similar requirements of any new manufacturer waste collection program which the CITY decides to participate in. If the Contractor will incur additional costs under this Agreement in complying with any manufacturer's waste collection program, the Contractor may seek additional compensation, provided that the Contractor must submit documentation satisfactory to the CITY substantiating Contractor's request for additional compensation. Thereupon, the CITY will negotiate with the Contractor to reach mutually agreeable rate(s) for such services.

5. Agreement Provisions, New Section H, TSDF Facility Acceptance

The CITY reserves the right to reject a Facility on the Contractor's approved list of TSDF Facilities attached hereto as Revised Exhibit 4C if the CITY determines the TSDF is no longer in good regulatory standing.

The CITY will periodically review available information and request from Clean Harbors regulatory compliance information for the facilities listed on the approved TSDF list. If the available information demonstrates that a facility has received regulatory fines totaling over \$25,000 in the past 3 years, has a pending environmental compliance action, or other significant environmental compliance concern is observed, the CITY will request further information and explanation from Clean Harbors before making a final determination about whether the TSDF remains acceptable to the CITY.

At the CITY's sole discretion, if the TSDF is determined to be unacceptable, Clean Harbors shall cease delivering any CITY HHW to that TSDF and shall immediately direct the

CITY's HHW away from the unacceptable TSDf to another acceptable TSDf on the attached list at no additional cost to the CITY.

This Third Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The Third Amendment shall be effective on the date signed by the last party to execute it and approved by the City Attorney in accordance with City Charter section 40.

IN WITNESS WHEREOF, this Third Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. 306818 authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

City of San Diego,
A Municipal Corporation

By: Scott McFall

By: [Signature]

Name: Scott McFall

Name: Tom Blair

Title: TSVP

Title: Deputy Environmental Services Director, Grant Signature Authority

Date: 9/10/2012

Date: 9/12/12

City of San Diego,
A Municipal Corporation

By: [Signature]
Jeff Baer
Director, Purchasing and Contracting

Date: 9/17/12

I HEREBY APPROVE the form and legality of the foregoing Third Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this 20th day of September, 2012.

JAN GOLDSMITH, City Attorney

By: [Signature]
Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

- Revised Exhibit 4a: CLEAN HARBORS' List of Subcontractors (2012 -2013)
- Revised Exhibit 4b: CLEAN HARBORS' List of Transporters (2012 – 2013)
- Revised Exhibit 4c: CLEAN HARBORS' List of Treatment, Storage and Disposal Facilities (2012- 2013)
- Revised Exhibit 5: CLEAN HARBORS' completed EOCP Work Force Report (2012 – 2013)
- Revised Exhibit 6: CLEAN HARBORS' Rate Schedule (2012 – 2013)
- Revised Exhibit 9: CLEAN HARBORS' Certificate of Insurance



CITY OF SAN DIEGO

SERVICE LEVEL AGREEMENT

An Agreement between:

ENVIRONMENTAL SERVICES DEPARTMENT (ESD)
(2115111113) (Service Provider)

Short Name/Purpose: **Household Hazardous Waste**

AND

TRANSPORTATION AND STORM WATER DEPARTMENT
(T&SWD) (2116121212) &
PUBLIC UTILITIES DEPARTMENT (EMTS) (2011121111)
(Clients)

For Fiscal Year 2013
July 1, 2012 – June 30, 2013

FINAL 9/28/12

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**INTRODUCTION: PURPOSE AND OBJECTIVE OF THIS
SERVICE LEVEL AGREEMENT**

Regulations require the City of San Diego (City) to divert Household Hazardous Wastes (HHW) from the sewer, solid waste, and storm drain systems. The regulatory requirements include:

- National Pollutant Discharge Elimination System (NPDES) Permits for Public Utilities Treatment Plant NPDES Permit No. CA0107409;
- Municipal Storm Water NPDES Permit No. CAS0108758;
- West Miramar Landfill Industrial NPDES Permit WDID No. 9-37S005785 Waste Discharge Requirements, and Solid Waste Management regulations; and
- A HHW Element. In 1990, the State of California (State) mandated via a series of actions that HHW Programs develop and implement a plan called a HHW Element. [Public Resources Code, Section 41750, Section 8 was amended by AB2707 (LaFollette) in 1990 and amended by AB2092 (Sher) in 1992.] In the HHW Element, Public Utilities and ESD were identified as equal funding partners. The San Diego City Council, SANDAG and the California Department of Resources, Recycling and Recovery (CalRecycle) (formerly the Integrated Waste Management Board) approved these plans in 1992 and 1995.

For additional background information on the formation of the HHW Program and programmatic changes over the years, see Attachment 1 for detailed information.

With these regulatory mandates, the diversion of HHWs is the equal fiscal responsibility of the Environmental Services Department (ESD), Transportation and Storm Water Department (T&SWD), and the Public Utilities Department.

The overall purpose of this SLA is to formalize a service agreement between the Environmental Services Department, and the two Client Departments: The Transportation and Storm Water Department and the Public Utilities Department. The agreement identifies funding responsibilities for the residential HHW Program services that meet the mandated regulations. The Environmental Services Department will be the service provider on behalf of the Client Departments.

The primary objective of the HHW Program is to educate residents on the proper disposal options for HHW, encourage the reduction in the amount of HHW generated by residents, and provide appropriate disposal opportunities for residents. This HHW Program will serve to reduce illegal and dangerous disposal practices into the landfill, storm drain, and sewer system. The goals include:

- Provide education to residents of San Diego about identifying HHW, waste minimization, and appropriate storage and disposal options.
- Provide appropriate and convenient HHW collection and disposal opportunities.
- Encourage reuse and recycling of HHWs when feasible.
- Promote the availability of private resources for the collection of recyclable HHWs such as auto batteries, oil filters, used motor oil, rechargeable batteries and other universal wastes.

- Apply for and implement grants, such as the State's used Oil Payment Program, to reduce funding impacts to the responsible Departments while enhancing HHW education and collection services.

Performance standards will be tracked monthly and reported annually for:

- Number of days of operation, number of vehicles served, and tonnage collected via HHW Program services.
- Number of calls received via the hotline.
- Outreach materials produced and disseminated including the Household Hazardous Waste Transfer Facility (HHWTF) brochure, auto product recycling event inserts in water bills, local publications and direct mail, and advertisements placed in local publications.

A. DURATION OF AGREEMENT

This Agreement is in effect from July 1, 2012 through June 30, 2013, with the option to renew the Agreement as needed. Since HHW services for the City's residents are an ongoing need, the participating departments anticipate annual renewals with an annual CPI increase.

In the event a new Service Level Agreement (SLA) has not been finalized by the effective date, the terms and budgeted amounts currently in place shall continue until a new agreement is finalized or notification of cancellation of the current SLA has been communicated.

Additional funding may be required to address the collection and disposal of newly regulated wastes, or newly mandated disposal methods. Should additional funding be required, an amendment to this SLA must be executed prior to ESD exceeding the current funding level.

B. SCOPE OF WORK

Services in this SLA are the joint responsibility of three (3) departments: Environmental Services Department (ESD), Transportation and Storm Water Department (T&SWD), and Public Utilities Department.

ESD will be the Service Provider on behalf of all three (3) departments. ESD will implement the following services:

Outline of ongoing service activities:

- Provide residential HHW collection and disposal opportunities for City residents by utilizing the HHW Transfer Facility and one-day collection events.
- Develop educational and outreach materials including a website, and distribute materials promoting proper disposal of HHWs and universal wastes, including information regarding recycling locations for HHWs and universal wastes.
- Prepare permits, operating procedures, maintain labor/equipment contracts for the weekly operation of the HHW Transfer Facility, and provide the technical expertise for operational oversight at the facility and one-day events.
- Negotiate third party contracts, and apply for, accept, and meet requirements for grant funding that lessens the client's costs for HHW collection and disposal.

- Maintain contracts and conduct maintenance of the HHW Transfer Facility and equipment as needed to meet regulatory and operational requirements.
- Provide hotline services with one Public Information Clerk to answer HHW calls, schedule appointments for use of the HHW Transfer Facility, and refer residents to retail businesses that accept universal waste and HHWs for recycling.
- Review, as time permits, proposed regulations and legislation for impact on HHW Program services.

See Attachment 1 for a detailed description of the scope of work performed by the various ESD staff assisting with the HHW Program.

B.1 Service Provider Responsibilities

ESD staff will be responsible for the following services:

- The Deputy Energy, Sustainability and Environmental Protection (ESEP) Director or the Chief Program Manager, ESEP Division will serve as the primary point of contact and assign project tasks to Program staff.
- The HHW Program staff to include a Hazardous Materials Inspector III, 1.5 FTE Hazardous Materials Inspector II, Administrative Aide II, and various other ESD staff and clerical staff assigned to ongoing services will execute the tasks described in this SLA. Other ESD staff including the Senior Management Analyst and Hazardous Materials Program Supervisor will assist with activities requiring limited or occasional staff needs such as budget, planning and operation of events, and staffing transitions such as retirement.

HHW Program projects include:

- Operation of the HHW transfer facility including contract management of vendors providing HHW collection, packaging and disposal services at the facility, and door-to-door pick-up collection service for elderly or disabled residents without transportation options;
- Maintenance of HHW transfer facility through various vendors;
- Operation of 7 to 8 one-day collection events for auto product recycling;
- Initiation and implementation of media outreach contracts for events; development of ads and insert placements promoting auto product recycling events; updating HHW educational brochures for distribution; and maintaining a department website with HHW and Universal Waste resources;
- Explore other cost saving measures and events which enhance service to the public;
- Engage in third party contracts and/or partnerships that reduce the cost for collection and disposal of HHW;
- Operation of a hotline to respond to questions and schedule HHWTF appointments;
- Preparation and submittal of program reports to the County of San Diego, Department of Environmental Health; State Department of Toxic

- Substances Control; and State of California Department of Resources Recycling and Recovery (CalRecycle);
- Preparation and submittal of applications, agreements, and reports related to the CalRecycle used oil payment program, energy grants, as applicable, and HHW discretionary grants that will reimburse the City for specific HHW activities; and
- Preparation and provision of data for the Public Utilities Industrial Waste Program's Annual Pretreatment Report, and Storm Water Urban Runoff Municipal Permit report.

B.2 Client Responsibilities

T&SWD and Public Utilities Department staff will be responsible to provide the following services:

- Provision of information and logos needed to prepare mutual outreach materials;
- Collaboration with ESD on increasing distribution of HHW Program information and provision of appropriate referrals to the HHW Program hotline and website;
- Provision of accounting for inter-departmental fund transfer of allocated expenditures; and
- Review of Client Department outreach materials and websites to ensure San Diego city residents are directed to the City's HHW Program hotline for HHW services, residents in other jurisdictions are referred to their agencies for HHW services in their areas, and businesses will be referred to the County of San Diego, Department of Environmental Health for their hazardous waste services.

C. COMMUNICATIONS / SCHEDULES

C.1 Reporting to Outside Agencies

- ESD will prepare and submit HHW Program required reports to the County of San Diego, Department of Environmental Health, and CalRecycle Form 303.
- ESD will prepare and submit applications, agreements, and reports related to CalRecycle, used Oil Payment Programs (OPP), energy grant reimbursement report, and HHW discretionary grants that will reimburse the City for specific HHW activities.

C.2 Written Communications, including Reports to Client from Service Provider

- ESD will provide HHW SLA reports and expenditure information according to the schedules detailed in Section D and E.
- ESD ESEP budget analyst, Office of the City Comptroller liaison, and grant Administrative Aide II will prepare financial portion of the SLA reports. The ESD ESEP Administrative Aide II will serve as the primary

- point of contact for all budget-related communications with the ESD ESEP budget analyst providing support.
- ESD will prepare and provide data to designated client department contacts for Public Utilities and Industrial Waste Program's annual report and Storm Water Urban Runoff Municipal Permit (URMP) reports.

C.3 Meetings

The parties to this SLA agree to be available to meet regarding any changes needed or desired in service levels, billings or reports.

C.4 Contact Information

The following analysts will be the primary contacts for each department including:

Environmental Services	Valli Clark	858-573-1278
Transportation and Storm Water	Anthony Chadwick	858-541-4308
Transportation and Storm Water	Larisa Grebeshkova	858-541-4353
Public Utilities	Jaime Jacinto	619-758-2305

In addition, the following staff will be the primary technical contacts:

Environmental Services	Linda Pratt	858-492-5088
Environmental Services	Cheryl Lester	858-492-5004
Environmental Services	James Chen	858-492-5039
Transportation & Storm Water	David Wells	858-541-4339
Public Utilities	Barbara Sharatz	858-654-4106

D. PERFORMANCE MEASURES AND EVALUATION

ESD will track monthly and report annually via Attachment 2 on the status of performance levels related to the following:

- HHWTF services, auto product recycling events, and any other universal waste collection events:
 - Number of days of operation
 - Number of City residents served
 - Tonnage of HHW collected
- Education:
 - The number of calls received on ESD's Hotline
- Outreach materials produced (expenditure required) including HHWTF brochures, direct mail inserts, direct mail postcards, water bill placements, inserts to *PennySaver*, inserts to *San Diego Union Tribune*, and any other pertinent outreach activity requiring an expenditure of funds:
 - Number disseminated
- Auto product event ads (expenditure required):
 - Number of placements

Upon request, ESD can also provide more detailed reports regarding the types of hazardous waste collected annually via the CalRecycle Form 303 or alternate, mutually agreeable format.

E. SUMMARY OF ESTIMATED EXPENSES

Total HHW Program costs related to this SLA are not to exceed \$1,350,000. As described in Table 1, the cost to the Transportation and Storm Water Department will not exceed \$350,000 and will be limited to HHW collection and disposal services only. ESD and Public Utilities costs will not exceed \$500,000 to each department. Table 2 summarizes the estimated expenses for services to be provided in Fiscal Year 2013.

The Service Provider shall promptly notify the Client Departments in writing of any potential overruns. Cost overruns include, but are not limited to any anticipated costs to be incurred (60) calendar days in advance of any point during the period of this SLA, that when added to all costs previously incurred, will exceed the maximum compensation for this SLA. Negotiations between the parties to the SLA must occur, and a change order to the agreement must be approved by the Director of the Client Departments or their designee, before the estimated cost can be exceeded; or if the scope of work is modified.

The total HHW Program costs will be allocated to the Environmental Services, Transportation & Storm Water and Public Utilities Departments after adjustments (credits) for grant reimbursements revenues (See Table 1).

Table 1

COST ALLOCATION BETWEEN DEPARTMENTS				
		ESD	Public Utilities	T&SWD
Estimated PE	\$624,074			
Less Grant PE Credits (eligible PE charges directly to the HHW Cost Center 2115111113/Fund 700048 using the HHW PE budget. Grant PE charges then transfer to the Grant Module where Load-IDC is applied).	(\$178,000)			
HHW SLA NET PE - Split 50/50 ESD & Public Utilities	\$446,074	\$223,037	\$223,037	
Estimated NPE	\$1,110,203			
Grant NPE Credits (eligible NPE charges directly to the Grant Module 1000313-2012-State Enterprise Fund-710001)	(\$206,203)			
HHW SLA NET NPE	\$903,926			
Less T&SWD - Waste Removal 512157	\$350,000			\$350,000
NPE - Balance Split 50/50 ESD & Public Utilities	\$553,926	\$276,963	\$276,963	
ESTIMATED TOTAL COST PER DEPARTMENT:		\$500,000	\$500,000	\$350,000

Table 2

Summary of Expenses	Prior FY12	FY13 Projections	Change
Estimated Cost of Agreement:	\$1,350,000	\$1,350,000	
Total Estimated Personnel: (Overhead Rate)	\$646,416 58.20%	\$624,074 57.20%	-3.46%
Estimated Non-Personnel: <i>Budget Estimates-may vary from final budget and is not a comprehensive list of all GL accounts.</i>			
511011 - Direct Mail – Postage@ \$75,000		\$75,000	
512047 - Permits @ \$750		\$750	
512055 - Maint-Bldg, Rds, Eq @ \$100,300		\$60,300	
512059 - Misc Prof/ Tech Srv @ \$40,500		\$40,500	
512080- Print Shop Services@ \$38,700		\$38,700	
512111-Refuse Disposal Fees @ \$713		\$713	
512114 - City Services Billed @ \$90,000		\$90,000	
512138- Advertising@ \$10,000		\$10,000	
512157-Waste Removal @ \$816,900		\$768,166	
512172 – All Contr Serv- OtherAgencies @ \$26,000		\$26,000	
Total Estimated Non-Personnel:	\$1,003,584	\$1,110,129	+10.62%
Estimated Credit: Oil Payment Program Reimbursement: ¹	\$ (300,000)	\$ (384,203)	+28.07%
TOTAL	\$1,350,000	\$1,350,000	0.0%

¹ The City is awarded Grants annually with varying expenditure terms. Specifically, the City applies for and receives non-competitive Oil Payment Program funding from CalRecycle which has a two year expenditure term and funding is provided in the second year. This State payment program replaced the previous grant program where expenditures were funded on a reimbursement basis.

E.1 Personnel Expenses

Personnel Expenses for FY13 are based on budgeted salaries and fringe. Positions performing work may vary due to under filling a position classification or vacancy and/or requiring existing staff at another classification to carry out a position's duties. This may include the following position classifications: Chief Program Manager, Supervising Hazardous Materials Inspector, Supervising Management Analyst, and Word Processing Operator. The total costs are not expected to exceed the estimated total PE allocation in the Service Level Agreement (See Table 3).

The Service Provider will only charge for actual work performed in support of this SLA. Any and all work performed by the position(s) listed in Section E.1 benefiting entities other than the Client Department shall be accounted for and charged separately from this Agreement.

Table 3

Position Classification	Position Funded	Salary FY13	Fringe FY13	Overhead Load 57.2%	Total
Deputy Director	0.05	\$5,929.00	\$1,585.00	\$3,391.39	\$10,905.39
Program Manager	0.35	\$33,431.00	\$23,172.00	\$19,122.53	\$75,725.53
Haz Matls Insp 3	1.00	\$71,669.00	\$49,425.00	\$40,994.67	\$162,088.67
Haz Matls Insp 2	1.00	\$44,878.00	\$19,919.00	\$25,670.22	\$90,467.22
Associate Mgmt Analyst	0.10	\$6,205.00	\$4,462.00	\$3,549.26	\$14,216.26
Admin Aide 2	1.00	\$50,051.00	\$39,085.00	\$28,629.17	\$117,765.17
Senior Clerk	0.20	\$9,988.02	\$7,212.00	\$6,713.15	\$22,913.17
Public Information Clerk	1.00	\$36,970.00	\$32,399.00	\$21,146.84	\$90,515.84
Haz Matls Insp 3-Hourly	0.35	\$24,681.60	\$676.80	\$14,117.88	\$39,476.28
Total	5.05				\$624,073.52

Data Source: SAP / PBF / PEP Position Detail Report / Supporting Docs Available.

¹ The FY13 Budget Salary and Fringe tables were used to prepare the agreement estimate. The FY 13 Base Budget may be different, and the Actual FY13 Labor Load and Fringe Load rates are not included in these estimates.

E.2 Non-Personnel Expenses

Non-Personnel Expenses (NPE) shall be limited to those expenses providing a benefit to the HHW Program and to Public Utilities or T&SWD as described in this SLA and billed accordingly.

E.3 Retention of Equipment Purchased under Agreement

Equipment purchased with Client funds will be inventoried by the Service Provider and retained as needed to support services outlined in this SLA. Once that equipment has been determined to be in excess or no longer appropriate to the department's needs, it will be returned to the Client departments. If the Client departments no longer need the equipment, it may be 'sold' to the General Fund at fair market value.

F. BILLING / ACCOUNTING

F.1 Billing Method

ESD HHW Program expenditures are the only expenditures captured in Cost Center 2115111113, Fund 700048. The State Grant Fund 710001 captures all CalRecycle Oil Payment Program's (OPP) qualifying personnel and non-personnel expenditures.

Expenses for this SLA shall be billed/reimbursed at least once each fiscal year by ESD. Each City department funding this SLA will share, as appropriate, in the cost offsets via revenue from State grants. OPP-funded expenditures that have accrued will be credited to the SLA at the time of billing.

ESD will use OneSD financial SAP and Business Object Labor reports to track personnel expenditures and to confirm the accounting period in which NPE expenditures are incurred. In FY13, a 17.7% load will be applied to labor and fringe and a 57.2% overhead rate will be applied for labor.

The SLA invoice will list the total expenditures for the HHW Program in Cost Center 2115111113, Fund 700048 and OPP Grant Module 1000313-2012, State Enterprise Fund 710001. The invoice will separately credit the revenue from State grants in the appropriate PE and NPE categories yielding the total net SLA costs for ESD, T&SWD and the Public Utilities Department. Revenue from any other outside source (i.e. cost recovery from residents) will be reflected and credited in the billing cycle when the revenue is received.

The internal orders listed in Table 4 will collect expenditures that are funded by this SLA and State grants. Some internal orders have no percentage of OPP eligibility as specified.

The OPP only allows the City to apply indirect/overhead costs up to 10% of the OPP eligible expenditures. Beginning in FY12, the City allowed the labor load and fringe load to be collected in OPP and this indirect cost will be reimbursed via OPP and be included in the grant credits to the Client Departments.

ESD will invoice HHW Program expenditures to Client Departments according to the following schedule:

- Mid-June 2013 – Expenditure totals with OPP credits for accounting periods 1 through 10 and estimated expenditures for accounting periods 11 and 12 will be invoiced by mid-June 2013.
- End-September 2013 - Final billing will be issued by the end of September 2013 using actual expenditures and OPP credits from accounting periods 1 through 12 and subtracting the previous invoice amount to yield the payment or credit due the Client Department. The preparation and invoice date depends on when the Office of the City Comptroller finalize (“close the books”) the expenditures in the HHW Cost Center and State Grant Module.

ESD ESEP Administrative Aide II will serve as the primary point of contact for all budget-related communications with the Budget Analyst as support.

ESD will prepare the internal invoice to Client Departments as specified in section G.1.

Annual Costs will not exceed \$350,000 for the T&SWD and \$500,000 for each ESD and Public Utilities unless the Departments agree to increase funding due to increased demand for HHW services and additional funding is identified.

F.2 Accounting Information

Table 4 summarizes the internal order numbers established by the ESD to track Program and OPP expenditures. These internal orders will be used to capture expenses related to this SLA, and other related HHW program expenditures are captured in Cost Center 211511113, Fund 700048, and OPP Grant Module 1000313-2012, State Enterprise Fund 710001

Table 4

Cost Center & Fund #	OPP Eligibility Percent ¹	Personnel Expense (PE) Non-Personnel Expense (NPE)	Description
211511113 700048	0%	PE and NPE	HHW and Oil Administration, Legislative Analysis, Equip & Supplies, Ed & Outreach and HHWTF Facility Permits
12003326 700048	0 %	PE	HHWTF Education & Media Development
12003325 700048	0 %	PE	HHWTF Contract Management/SLA Reports
12003324 700048	0 %	PE	HHWTF Operations & Permits
AQ1000313-12 710001	100%	PE	Certified Oil Collection Center Support / Inspections
AR1000313-12 710001	100%	PE	ESD Hotline Operation
AS1000313-12 710001	100%	PE	Oil Grant Administration / Planning and Management /HHWIE & Conference attendance
AY1000313-12 710001	100%	PE	Oil Event Ops / Oil Event Contract Management
BA1000313-12 710001	100%	PE	Oil Media Development (Public Education) Contract Management
AA1000313-12 710001	100%	NPE	Oil Program – Mass Media
AC1000313-12 710001	100%	NPE	Premiums / Materials / Giveaways to promote oil recycling
AD1000313-12 710001	100%	NPE	Oil Program - Oil Event Ops Contractor-Event Oil & Oil Filter Disposal Costs/Oil Event Permit Fees
AK1000313-12 710001	100%	NPE	HHWTF Oil Ops Contractor / HHWTF Oil & Oil Filter Disposal Costs
BC1000313-12 710001	100%	NPE	So. CA State HHW Info Exchange, HHW Conference Registration and Travel Costs

¹ The percentage of OPP eligible costs reflects the FY12 actuals.

ESD will invoice each Client Department for its share of costs as outlined in F.1 with the Client Departments charging their costs using the following accounting:

For T&SWD:

Table 5

Fund	100000
Fund Center	2116
Cost Center	2116121212
GL Account	512059
Internal Order	21002603

For Public Utilities Department:

Table 6

Fund	700000
Fund Center	2011
Cost Center	2011121111
GL Account	512114
Internal Order	21002127

G.1 Billing Method

Client Departments will be billed by SAP Accounts Receivables (AR) invoice. The ESD will provide the Client Departments the invoice with a cost detail and the data sources used for a five (5) day preview to Client Department's Budget Analyst prior to entering the invoice into the SAP AR system. The Client Department can request additional time from ESD to preview and comment on the invoice. Client Departments may request an adjustment or edit to the invoice and ESD will respond to the request. The AR invoice will have a due date of net 5 days payment after initiation into the SAP AR invoice system.

The ESD requires Client Departments provide, within 10 days of invoicing, the SAP AR payment documentation number to verify the payment process was completed.

The Office of the City Comptroller will likely not post the end-of-year FY13 expenditures, revenue, or OPP credits when ESD issues the invoice for FY13. ESD will estimate total expenditures for the FY13 when invoicing for FY13. A final invoice for FY13 expenditures will be issued in FY14 and will include the final FY13 expenditures, revenue, and OPP credits not previously included in the FY13 invoice issued.

F.3. Auditing

The Purchasing & Contracting Department will conduct periodic audits of SLA records upon request. The Service Provider and Client Departments shall make available to Purchasing & Contracting Department staff documentation supporting adherence with the terms and conditions of the SLA within thirty (30) calendar days from written request. In addition, Public Utilities or T&SWD may conduct an audit of the Service Provider.

G. DISPUTE RESOLUTION PROCESS

Every effort will be made by all parties to this agreement to insure that disputes do not occur. In the event that a dispute arises, discussions should occur through the proper chain of command through the Department Director level until the dispute is resolved. Should resolution not be achieved through this process, the default process defined in Section H will be initiated.

H. CITY-WIDE DEFAULT PROCESS

A default may occur when either the Service Provider or Client fails to perform its responsibilities as defined and agreed upon in this SLA. In the event of a default, payment for services should be suspended until a resolution has been reached by the following procedure.

The initiating Department shall provide written notice of default to the violating Department within ten (10) business days of its discovery, with a copy sent to the Director of the Purchasing & Contracting Department. The recipient of the written notice has ten (10) business days after receipt of the default notice to respond to all parties in writing with a plan of resolution. The initiating Department shall review this plan and notify the violating Department within 10 business days of receipt of the response if the plan is not sufficient. The violating Department shall have forty-five (45) business days after receipt of the written notice or approval of the plan of resolution (whichever occurs later) to correct the deficiency. If, in the opinion of the initiating Department, the default has been corrected within the forty-five (45) business days of the notice of default or approval of the plan of resolution (whichever occurs later), the SLA shall continue. If, in the opinion of the initiating Department, the default has not been corrected, a meeting between Directors, or appointed designees of both departments shall be held to discuss the issue.

The Client Department shall also maintain a record of all noted violations to the SLA. If such records demonstrate a consistent pattern of behaviors/practices that are inconsistent with the provision of the SLA or other City policy, written notices will be provided by the Client Department to the Deputy Chief and Purchasing & Contracting for remedial action up to and including canceling the agreement. If canceling the SLA will result in significant budgetary impacts to either party, all parties will be notified prior to cancellation.

If in auditing the records of the Service Provider and Client Departments, Purchasing & Contracting identifies deficiencies in record-keeping of service levels, written notification of violations will be issued. The recipient of the notice of violation will have ten (10) business days from receipt of the notice to provide a written plan for resolution within forty-five (45) business days. Failure to remediate noted deficiencies and/or consistent patterns of behaviors/practices that are inconsistent with the terms of the SLA or other City policies will be reported to the non-compliant department's Director. Purchasing & Contracting also has the right to recommend termination of the agreement. All such recommendations shall be forwarded to the Chief Operating Officer.

SIGNATURES

Approved by the Service Provider – Environmental Services Department:

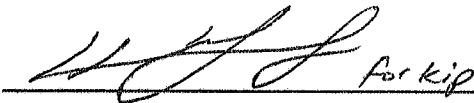


10-4-12

Mario Sierra, Assistant Director
Environmental Services Department

Date

Approved by the Client Department – Transportation and Storm Water Department:

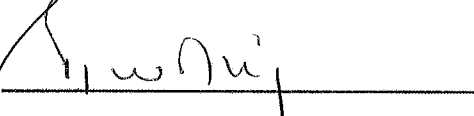

_____ For kip

10/18/12

Garth K. Sturdevan, Director
Transportation and Storm Water
Department

Date

Approved by the Client Department – Public Utilities Department:



11-16-12

Roger S. Bailey, Director
Public Utilities Department

Date

ATTACHMENT 1

Household Hazardous Waste Program Information

Definition of Household Hazardous Waste

Household hazardous waste (HHW) includes products classified by the California Department of Toxic Substances Control (DTSC) and used in the home setting for maintenance of the home yard, pool and vehicle. These products contain corrosive, toxic, ignitable, or reactive ingredients such as paints, car-care products, pesticides, home-maintenance products, and pool chemicals.

Since 2006, DTSC added groups of waste to the HHW categories. These new groups include universal wastes such as fluorescent light bulbs and consumer batteries, and home-generated sharps/needles. The addition of universal wastes and home-generated sharps to HHW dramatically increased the volume of HHW collected and the costs of collection and disposal.

History

Beginning in FY85, Council approved the City's participation in a new Regional HHW Program managed by the County of San Diego. The City's funding departments at that time were Water Department (becoming Public Utilities Industrial Waste Program) which budgeted for the County's expenditures, and Fire Department which provided contract oversight.

Beginning in FY90, the responsibility for City's oversight of the County HHW contract was reassigned from the Fire Department to Waste Management Department [becoming Environmental Services Department ESD)] Hazardous Materials Management Program.

The Regional HHW Program promoted the availability of private resources for recycling used oil, antifreeze, vehicle batteries and oil filters to increase the convenience to residents and as a cost avoidance measure to the HHW Program. Independently, ESD contracted with a vendor to operate the Miramar Recycling Center for collection and recycling of recyclable wastes including used oil. This center accepted used oil until the City constructed its HHW transfer facility.

In 1992, the City began to transfer the responsibility for managing Program components from the County to the City/ESD. By 1995, the City no longer contracted with the County for HHW Program services. ESD contracted directly with a licensed hazardous waste vendor for the collection and disposal services, and directly with the County's public education and outreach vendors. The collection services included eight (8) one-day full service collection events for HHW, pick up services at the home for elderly and disabled, and by appointment drop-off services at the collection services vendor's licensed and permitted location in Chula Vista [This facility closed in 1997].

In 1995, ESD also added eight (8) auto product recycling events to its HHW collection services as State grants became available to fund those activities.

In December 1998, ESD and Public Utilities Department shared equally in the combined total of \$1,468,000 HHW Program CIP costs for the building of the HHW Transfer Facility (HHWTF). In November 1999, the City opened its HHWTF for weekly service with ESD and Public Utilities Department sharing the operating costs. This facility replaced the eight annual one-day full service HHW collection events where all types of residential waste were collected from residents.

In the early 2000's, the City internalized the public outreach by eliminating external contracts and budgeted one Information clerk for HHW hotline services and assigned outreach and publicity elements

to ESD's Public Information Office staff with assistance from HHW Program staff. ESD staff maintained and updated the City's website related to HHW Program services and referrals to other websites and programs for other available services such as private-sector locations accepting HHW.

The FY99 budget allocations for the HHW Program increased by \$126,000 for each Department to \$626,000 for both ESD and Public Utilities to reflect costs related to the weekly HHWTF operations.

In FY07, the fiscal responsibility for the management of the HHW Program became equally shared by three departments: ESD [for diversion from the landfill], General Services Storm Water Pollution Prevention Division (to become the T&SWD) [for diversion from the ground and storm water], and the Public Utilities Department Environmental Monitoring and Technical Services [for diversion from the sewer system]. A Service Level Agreement (SLA) was established with \$500,000 being funded by each department for a total of \$ 1,500,000 budget and ESD was identified as the Service Provider.

In FY10, T&SWD reduced the SLA funding level to \$350,000 and stipulated that funding was for HHW disposal activities only. The reasoning given by staff for the reduced funding was that their Storm Water Program outreach activities provided the HHW Program with \$150,000 of in-kind education and outreach activities.

In FY12, ESD expanded residential collection service to include bulbs and consumer batteries at the 8 annual auto product recycling events by funding the additional costs for collection staff at these State grant funded events. Residential service was also expanded to collect bulbs and consumer batteries at ESD solid waste collection events when appropriate. Cost savings and customer convenience were demonstrated with the implementation of these expanded services.

FY13 HHW Program Activities and Staff Responsibilities

HHW Transfer Facility

- Open 47 Saturdays a year from 9:00am to 3:00pm by appointment.
- Serve City of San Diego residents that do not make an appointment.

HHW Events

- Eight (8) Auto Product/Universal Waste (bulbs and batteries only) events are schedule each year in various locations around the City.
- Two (2) Universal Waste (bulbs and batteries only) events are scheduled in coordination with ESD solid waste bin-style neighborhood collection activities when space and location are appropriate for a successful event.

Home Collection Services - Door-to-Door Collection and Sharps Mail-Back Program

- Provide door-to-door HHW collection or two (2) sharp (needle/syringe) mail-back kits for disabled or elderly residents without transportation options.
- Provide door-to-door HHW collection to residents with large volumes or large containers of HHW which is unsafe to transport and against regulation to transport to the HHWTF.

HHWTF Operations/Disposal Contractor - Clean Harbors Environmental

- Provide personnel and supplies to collect HHW on each Saturday at the HHWTF, and at the auto product and universal waste collection events.
- Transports all HHW collected to approved recycling or disposal facilities.
- Provide personnel and supplies to collect HHW at the resident's home.
- Process City's request and provide sharps mail-back kits directly to residents.

Education Component - ESD Hotline Staff

- Schedule appointments.
- Provide residents guidance on safe transportation of HHW as required by regulation.
- Provide residents with private or other jurisdiction HHW disposal resources as appropriate.
- Screen and identify potential unacceptable HHW and business waste.
- Log and refers unusual and business waste to ESD HHW Inspectors for follow up.
- Identify and forward door-to-door service requests to HHW inspectors

Outreach/Education Component -- Public Information Officer and ESD HHW Inspectors

- Design, organize, and coordinate media activities for HHWTF and events, including press events; media advisories; radio, newspaper, and TV interviews; community calendars; City TV advertising; and other regional outreach activities
- Design and maintain social media (Facebook and Tweeter) accounts and outreach for HHWTF and events.
- Design and implement media outreach including paid print ads and inserts in local print media; direct mailings such as postcard and water bill inserts.
- Outreach to businesses, non-profits, and other interested parties to assist distributing HHW Program information.

Technical Oversight – ESD HHW Inspectors and Supervisor

- Act as Assistant Site Manager during HHWTF and event operations.
- Obtain/maintain various state and local permits for the operation of the HHWTF and events.
- Maintain and update HHWTF and event operations plans and other regulatory documents.
- Respond to regulatory inspections at HHWTF and events.
- Track and manage HHW disposal documentation and regulatory required tracking.
- Track HHW tonnage collected and resident participation and surveys.
- Provide training and technical support to ESD hotline staff.
- Assist residents with the proper disposal of unusual HHW or unacceptable HHWTF wastes.
- Verify eligibility and approve door-to-door and sharps mail-back service requests.
- Control HHWTF appointments and prepare operational paperwork each week.
- Complete annual negotiations and contracting with Clean Harbors and ongoing contract management including reviewing and approving monthly invoices.
- Submit mandated annual tonnage report to the State and other outside regulatory agencies.
- Design and implement media outreach such as postcards, facility flyers and educational flyers.

Administrative Activities – ESD Administrative Aide, HHW Inspectors, Supervisor, Program Manager, Deputy Director, Budget Analyst

- Prepare and present all City Council actions required for HHW Program contracting, State grants, and third party HHW disposal agreements.
- Prepare, execute and monitor all Purchasing, Office of the City Comptroller requirements to contract with HHW Program service providers, State grant funds, and third party contracts for HHW disposal agreements.
- Track State grant expenditures and maintain required records to meet grant funding and audit requirements.
- Pay all HHW Program invoices and related expenses.
- Track HHW Program expenditures and maintain records for SLA, complete SLA invoicing and performance measures.
- Attend required State meetings and conference for HHW and oil grant activities
- Coordinate with regional jurisdictions for HHW Program activities and new regulations.

ATTACHMENT 2

**HOUSEHOLD HAZARDOUS WASTE PROGRAM
 SLA OUTPUT MEASURES FOR FY 2013**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Yr-to-Date	GOAL	Unit/Measure	% Goal Attained	% Yr Done
HHW Collection																	
1. Days of Operation																	
HHWTF Services	0	0	0	0	0	0	0	0	0	0	0	0	0	48	Days Open	0%	0%
Auto Product Events	0	0	0	0	0	0	0	0	0	0	0	0	0	8	Events	0%	0%
2. City Residents Served																	
via HHWTF	0	0	0	0	0	0	0	0	0	0	0	0	0	6,000	Homes	0%	0%
via Auto Events	0	0	0	0	0	0	0	0	0	0	0	0	0				
via Door-to-Door	0	0	0	0	0	0	0	0	0	0	0	0	0				
3. Tons Diverted																	
via Auto Events	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	300	Tons	0%	0%
via HHWTF – City Residents only	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0				
HHW Outreach																	
1. Phone room Operation																	
No of Calls	0	0	0	0	0	0	0	0	0	0	0	0	0	Total			
2. Materials (in Thousands)																	
HHWTF flyers	0	0	0	0	0	0	0	0	0	0	0	0	0				
Direct Mail	0	0	0	0	0	0	0	0	0	0	0	0	0				
Water Bill	0	0	0	0	0	0	0	0	0	0	0	0	0				
PennySaver Insert	0	0	0	0	0	0	0	0	0	0	0	0	0				
Union Tribune Insert	0	0	0	0	0	0	0	0	0	0	0	0	0				
Postcards	0	0	0	0	0	0	0	0	0	0	0	0	0				
Ad Placements	0	0	0	0	0	0	0	0	0	0	0	0	0				

Labor Relations Review
Household Hazardous Waste Contracted Services
RFP/Contract for Fiscal Year 2014

1. What is the contract for?

The contract is for a specialized contractor to operate, collect, package, transport and dispose of Household Hazardous Waste (HHW) collected through the HHW Program and Miramar Landfill Load Check Program.

The Contract's scope of work includes:

- Operate the HHW Transfer Facility each Saturday to service the public by utilizing specially trained staff to unload the public's vehicles, properly package the HHW collected per regulatory requirements, utilize a licensed HHW transporter to transport and dispose of the HHW at a licensed disposal or recycling facility.
- Operate one-day HHW collection events, transport and dispose of HHW collected in the same manner as at the Transfer Facility.
- Collect, package, transport and dispose of HHW picked up at resident's home in the same manner as at the Transfer Facility.
- Transport and dispose of HHW collected through the Miramar Landfill Load Check Program.

2. What is the dollar amount requested?

The expected annual expenditure is \$760,000 for FY 14 with CPI increases in the following 4 contract renewal years.

3. Are City employees currently performing any of the work?

No

4. Will any City employees be displaced as a result of this bid?

No

5. If this is a renewal of an existing contract, how long have these services been contracted out?

The HHW collection services have been contracted out since the inception of the Program in 1990. When the Program expanded to the operation of the HHW Transfer Facility in 1999, the operational activity was contracted out at the time of opening the facility.

APPROVED

10/11/12

CONTRACT ACTIVITY REPORT

Your firm is required by contract to report contracting activity in the format specified by the City. The reports shall be submitted to the Equal Opportunity Contracting Program, via the Project Manager, no later than thirty (30) days after the close of each quarter.

PROJECT: HHW Tranfer Facility

PRIME CONSULTANT: Clean Harbors

CONTRACT AMOUNT:(1) \$3,158,045

INVOICE PERIOD: July 2009-June 2013

DATE: 6/30/2013

SUBCONSULTANT PARTICIPATION									
				Current Period		Paid to Date		Original Commitment	Commitment Dollar Value
SUBCONSULTANT	MBE	WBE	Non-M/WBE	Dollars	Percent of Contract	Dollars	Percent of Contract	%	Commitment Dollar Value
Amazon Environmental			X	\$0.00	0.00%	\$290,080.00	9.19%	5.70%	\$180,000.00
AllTech Services			X	\$0.00	0.00%	\$0.00	0.00%	1.27%	\$40,000.00
Airgas Safety			X	\$0.00	0.00%	\$46,589.79	1.48%	2.37%	\$75,000.00
Grief Brothers			X	\$0.00	0.00%	\$92,278.00	2.92%	0.73%	\$23,000.00
Cruz Container	X	X		\$0.00	0.00%	\$141,554.72	4.48%	0.63%	\$20,000.00
Debris Box			X	\$0.00	0.00%	\$9,336.73	0.30%	0.63%	\$20,000.00
Hertz			X	\$0.00	0.00%	\$13,920.00	0.44%	1.27%	\$40,000.00
Interstate Battery			X	\$0.00	0.00%	\$0.00	0.00%	0.00%	\$0.00
IQ Personnel	X			\$0.00	0.00%	\$1,953.55	0.06%	1.27%	\$40,000.00
Diamond Environmental			X	\$0.00	0.00%	\$790.95	0.03%	0.63%	\$20,000.00
World @ Work	X			\$0.00	0.00%	\$0.00	0.00%	1.27%	\$40,000.00
SUBTOTAL:				\$0.00	0.00%	\$596,503.74	18.89%		
PRIME:				\$0.00	0.00%	\$1,902,523.89	60.24%		
TOTAL:				\$0.00	0.00%	\$2,499,027.63	79.13%		\$498,000

\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045
\$3,158,045

(1) Including Additional Services Not-To-Exceed Amount
EOP-4 (REV 1-94)

This information is available in alternative formats upon request

DOCKET APPROVAL OF CONTRACT AWARD CITY OF SAN DIEGO	DATE: July 23, 2013
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	
SUBJECT: Fourth Amendment to the Contract with Clean Harbors for Household Hazardous Waste (HHW) Services (RFP No. 9639-09-W) – 1472	

GENERAL CONTRACT INFORMATION

Recommended Contractor: Clean Harbors Environmental Services

Amount of this Action: \$ 580,677 –not-to-exceed (Fourth Amendment)
 Original Agreement: \$ 737,000
 First Amendment: \$ 737,000
 Second Amendment: \$ 921,250
 Third Amendment: \$ 572,096
 Cumulative Amount: \$3,548,023

Funding Source: City of San Diego

Goals: 15% Voluntary

SUBCONTRACTOR PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
AllTech Services (Not Certified)	\$10,000.00	1.72%	\$ 10,000.00	0.28%
Airgas Safety (Not Certified)	\$18,750.00	3.23%	\$ 65,339.79	1.84%
Amazon Environmental (Not Certified)	\$45,000.00	7.75%	\$335,080.00	9.44%
Cruz Containers (DBE/MBE – Hispanic Male)	\$ 5,000.00	0.86%	\$146,554.72	4.13%
Debris Box (Not Certified)	\$ 5,000.00	0.86%	\$ 14,336.73	0.40%
Diamond Environmental (Not Certified)	\$ 5,000.00	0.86%	\$ 5,790.98	0.16%
Grief Brothers (Not Certified)	\$ 5,750.00	0.99%	\$ 98,028.00	2.76%
Hertz Equipment Rentals (Not Certified)	\$10,000.00	1.72%	\$ 23,920.00	0.67%
IQ Personnel (DBE/MBE – Hispanic Female)	\$10,000.00	1.72%	\$ 11,953.55	0.34%
World @ Work (Not Certified)	\$10,000.00	1.72%	\$ 10,000.00	0.28%
Total Certified Subcontractor Participation	\$ 15,000.00	2.58 %	\$ 158,508.27	4.47%
Total Subcontractor Participation	\$124,500.00	21.43 %	\$ 720,996.00	20.30%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Clean Harbors Environmental Services, Inc. submitted a Work Force Report for their San Diego County employees dated June 5, 2013, with a total of 53 employees. The Administrative Work Force indicates under representation in the following categories:

- Black in Technical
- Hispanic in Crafts
- Asian in Technical

Filipino in Technical and Crafts
Female in Professional, Technical and Services

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

KB

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 300006234
2115

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$580,677.00

Vendor: Clean Harbors

Purpose: The 4th Amendment to contract for Household Hazardous Waste Services for a term of 9 months. This provides household hazardous waste collection activities and disposal services.

Date: July 2, 2013 By: *Amy Pinon*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	700048				512157		2115111113		\$560,677.00
	700039				512157		2115121115		\$8,000.00
	700039				512157		2115121116		\$12,000.00
TOTAL AMOUNT									\$580,677.00

FUND OVERRIDE

CC 300006234

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006234	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Environmental Services		DATE: 06/27/2013	
SUBJECT: Fourth Amendment to Contract with Clean Harbors for Household Hazardous Waste Services					
PRIMARY CONTACT (NAME, PHONE): James Chen, (858)492-5039 & MS 1103A			SECONDARY CONTACT (NAME, PHONE): Linda Pratt, (858)492-5088 & MS 1103A		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND	700048	700039	700039		
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER	211511113	211512115	211512116		
OBJECT / GENERAL LEDGER ACCT	512157	512157	512157		
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$560,677.00	\$8,000.00	\$12,000.00	0.00	0.00
FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE):					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
		ORIG DEPT.	Gonaver, Chris	6/27/2013	
		CFO			
		DEPUTY CHIEF			
		COO			
		CITY ATTORNEY			
		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:		<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
1. Authorize the Mayor, or his designee, to execute the 4th Amendment to the Agreement between the City and Clean Harbors Environmental Services, Inc., for Household Hazardous Waste Collection and Disposal Services for a term of 9 months from October 1, 2013 to June 30, 2014.					
2. Authorize the Chief Financial Officer to expend an amount not to exceed \$580,677 for the contract term,					

contingent upon adoption of the FY2014 Appropriation Ordinance, and contingent upon City Comptroller furnishing one or more certificates certifying that the funds necessary for this expenditure are, or will be, on deposit in the City Treasury.

3. Determine that this project is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

STAFF RECOMMENDATIONS:
Adopt the Resolution.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: This project is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

CITY CLERK INSTRUCTIONS: Notify James Chen at x25039 when items are done being processed at the City Clerk's Office. Send copies of Resolution and Fourth Amendment to MS 1103A; Attn: James Chen

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 06/27/2013

ORIGINATING DEPARTMENT: Environmental Services

SUBJECT: Fourth Amendment to Contract with Clean Harbors for Household Hazardous Waste Services

COUNCIL DISTRICT(S): ALL

CONTACT/PHONE NUMBER: James Chen/(858)492-5039 & MS 1103A

DESCRIPTIVE SUMMARY OF ITEM:

Authorize execution of the Fourth Amendment to the Clean Harbors Household Hazardous Waste Services Agreement for a term of nine (9) months in an amount not to exceed \$580,677. This agreement provides household hazardous waste collection activities and disposal services for City residents.

STAFF RECOMMENDATION:

Adopt the Resolution.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City's Household Hazardous Waste (HHW) Program is a requirement of the 1989 California Integrated Waste Management Act (AB 939) and, more specifically, the Household Hazardous Waste Element (HHWE). The Council approved the City of San Diego's HHWE in July 1995. The City's HHWE identifies how to achieve the safe collection, recycling, treatment, and disposal of household hazardous wastes. Household hazardous wastes are leftover or unused products used in a residential setting for the maintenance of a home, yard, pool, or vehicle. They pose a hazard to human health or the environment when improperly managed or disposed.

The City collects and appropriately handles household hazardous waste in three ways. The first is the permanent Household Hazardous Waste Transfer Facility (HHWTF) at the Miramar Landfill that opened in November 1999. This facility significantly improved the effectiveness of the program, and is a key part of the City's HHWE. Without this safe alternative, the hazardous waste would have entered the Miramar Landfill, the sewer system, or storm drains. The second component is eight one-day recycling events held annually to collect used oil, oil filters, automotive batteries, antifreeze, consumer batteries, and fluorescent bulbs. The third component is the City's Miramar Landfill Load Check Program that detects and deters the disposal of a variety of unacceptable waste, including HHW.

DISCUSSION

After a competitive process, Clean Harbors Environmental Services, Inc. (Clean Harbors) was awarded a one-year contract in 2009 (Request for Proposal No. 9639-09-W) to provide HHW collection activities and disposal services for City residents. The contract included an option to renew the contract for up to four (4) additional one-year periods. On May 25, 2010, Council approved the First Amendment to the contract for a one-year term from July 1 2010 to June 30, 2011. On May 24, 2011, Council approved a Second Amendment to the contract for a fifteen

(15) months term from July 1, 2011 to September 30, 2012 and authorized the Mayor or his designee to execute the Third Amendment to the contract for a one year term from October 1, 2012 to September 30, 2013. The Mayor exercised the third option and executed the Third Amendment to the contract, which ends September 30, 2013. This request seeks authorization to execute the Fourth Amendment to the Clean Harbors Household Hazardous Waste Services Agreement for a term of nine (9) months in an amount not to exceed \$580,677. The total term of this agreement with all four amendments is five (5) years.

Clean Harbors provides convenient and cost effective HHW collection and disposal services to City residents. The City has seen the cost for collection and disposal of HHW decrease from a high of \$126 per home in 1999 to \$65 per home in 2012. These decreased costs are due to efficiencies that City staff and Clean Harbors have implemented in the operation of the HHWTF.

The Purchasing and Contracting Department will issue a Request for Proposal (RFP) in early 2014 to furnish the City with household hazardous waste services. The Environmental Services Department will work with the Purchasing and Contracting Department to select a qualified vendor and award a contract before June 30, 2014.

FISCAL CONSIDERATIONS:

A formal Service Level Agreement (SLA) between the Environmental Services Department, Public Utilities Department, and Transportation and Storm Water Department identifies funding for the HHW program. Additional funding is provided by the CalRecycle Used Oil Payment Program awarded annually.

Contract term is for 9 months and the total cost for Clean Harbors' services will not exceed \$580,677. Contract Funding for FY14 is from Cost Center 2115121115, Fund 700039 for \$8,000; Cost Center 2115121116, Fund 700039 for \$12,000; and Cost Center 2115111113, Fund 700048 for \$560,677.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This Agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, San Diego Municipal Code Section 22.2701 thru 22.2708); and Non-Discrimination in Contract Ordinance (San Diego Municipal Code Section §22.3501 through §22.3517)

ENVIRONMENTAL CONSIDERATION:

This project is exempt from CEQA pursuant to section 15061(b)(3) of the State CEQA Guidelines, which explains that, as a "general rule," CEQA "applies only to projects with the potential for causing an effect on the environment." Since this is a continuation of an existing contract with no change to the operation of the facility, there is no potential for an effect on the environment.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

REPORT NO: 95-158, Approval of the Household Hazardous Waste Element for the City of San Diego, July 5, 1995.

REPORT NO: 00-142, Household Hazardous Waste Agreements, July 24, 2000.

REPORT NO: 06-113, Household Hazardous Waste Agreement, August 8, 2006.

REPORT NO: 10-035, Household Hazardous Waste Services Contract Renewal, March 10, 2010.

REPORT NO: 10-044, Used Oil Recycling Grants and Agreements for FY2011 through FY2015, April 6, 2010.

REPORT NO: 11-075, Second Amendment to Contract with Clean Harbors for Household Hazardous Waste Services, May 12, 2011.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The approval of the Clean Harbors contract renewal would result in a seamless continuation of HHW collection and disposal services with no adverse impact to City residents. If renewal of the contract is not approved, then the HHW collection and disposal services will not be available to San Diego City residents until the contract is approved or until the City completes a new RFP process. The current contract with Clean Harbors expires on September 30, 2013.

Gonaver, Chris
Originating Department

Deputy Chief/Chief Operating Officer